

**NORTH TEXAS  
GROUNDWATER  
CONSERVATION  
DISTRICT**

**PERMIT HEARING AND BOARD MEETING**

Pilot Point ISD Administration Office  
829 S. Harrison St.  
Pilot Point, TX 76258

**TUESDAY  
DECEMBER 10, 2024  
10:00 AM**

NOTICE OF PUBLIC MEETING

OF THE  
BOARD OF DIRECTORS  
of the

**NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT**

**Tuesday, December 10, 2024, at 10:00 a.m.**

**MEETING LOCATION:**

**Pilot Point ISD Administration Office  
829 S. Harrison St.  
Pilot Point, TX 76258**

**Permit Hearing**

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

Notice is hereby given that the Board of Directors of the North Texas 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. Public Comment on the Production Permit Applications (verbal comments limited to three (3) minutes each).
3. Review the Production Permit Applications of:

**New Production Permits**

- a. **Applicant:** Rockwood Municipal Utility District No. 1 of Denton County; 500 West 7th St, Suite 1220., Fort Worth, TX 76102

**Location of Wells:**

- **Rockwood Supply #1:** Ponder, TX 76269; Latitude: 33.184892°N Longitude: 97.275269°W; About 1,880 feet north of E FM 2449 and about 3,620 feet east of N Hwy 56 in Denton County.
- **Rockwood Supply #2:** Ponder, TX 76269; Latitude: 33.186588°N Longitude: 97.280289°W; About 2,500 feet north of E FM 2449 and about 2,018 feet east of N Hwy 56 in Denton County.
- **Rockwood Supply #3:** Ponder, TX 76269; Latitude: 33.181096°N Longitude: 97.279065°W; About 485 feet north of E FM 2449 and about 2,588 feet east of N Hwy 56 in Denton County.

**Purpose of Use:** Municipal/Public Water

**Requested Amount of Use:** 161,247,510 gallons per year.

**Production Capacity of Wells:**

- **Rockwood Supply #1:** 250 gallons/minute

- **Rockwood Supply #2:** 250 gallons/minute
- **Rockwood Supply #3:** 250 gallons/minute

**Aquifer:** Trinity (Antlers)

- b. **Applicant:** Cooper Creek Growers; 8020 Mountain view Rd, Aubrey, TX 76227  
**Location of Well:** 3020 Cooper Creek Rd, Denton, TX 76208; Latitude: 33.248274°N, Longitude: 97.078421°W; About 3,050 feet north of Mingo Rd and about 840 feet east of Cooper Creek Rd in Denton County.  
**Purpose of Use:** Agriculture  
**Requested Amount of Use:** 4,000,000 gallons per year  
**Production Capacity of Well:** 45 gallons/minute  
**Aquifer:** Trinity (Antlers)
- c. **Applicant:** Hunter Ranch Water Well, LLC; 3000 Turtle Creek Blvd., Dallas, TX 75219  
**Location of Well:** 9001 Landmark Trail, TX 76207; Latitude: 33.140100°N, Longitude: 97.220700°W; About 3,290 feet north of Robson Ranch Rd and about 5,940 feet west of IH 35W in Denton County.  
**Purpose of Use:** Irrigation/Landscape; Filling of Pond or Surface Impoundment  
**Requested Amount of Use:** 40,486,987 gal/year through 2025; 45,970,000 gallons per year after 2025  
**Production Capacity of Well:** 190 gallons/minute  
**Aquifer:** Trinity (Antlers)
- d. **Applicant:** Loftice Living & Family Trust; 610 Homestead Ln, Grapevine, TX 76051  
**Location of Well:** Melissa, TX 75454; Latitude: 33.304853°N, Longitude: 96.605864°W; About 260 feet south of County Road 282 and about 3,180 feet west of County Road 277 in Collin County.  
**Purpose of Use:** Irrigation/Landscape; Filling of Pond or Surface Impoundment  
**Requested Amount of Use:** 10,800,000 gallons per year  
**Production Capacity of Well:** 175 gallons/minute  
**Aquifer:** Woodbine
- e. **Applicant:** Terra Enterprises LLC; 545 E Church St, Lewisville, TX 75057  
**Location of Well:** 5471 County Road 471, McKinney, TX 75071; Latitude 33.269750°N, Longitude: 96.503750°W; About 3,672 feet west of New Hope Rd E and about 425 feet north of County Road 471 in Collin County.  
**Purpose of Use:** Concrete Production  
**Requested Amount of Use:** 13,000,000 gallons per year  
**Production Capacity of Well:** 199 gallons/minute  
**Aquifer:** Woodbine
- f. **Applicant:** Billingsley-Austin Ranch West #2 and #3.; 1722 Routh St., Dallas, TX 75201  
**Location of Wells:**
- **Austin Ranch #3 (new):** Plano Pkwy, The Colony, TX 75056; Latitude: 33.059607°N Longitude: 96.866466°W; About 84 feet north of Windhaven Pkwy and about 1,090 feet west of Plano Pkwy in Denton County.
  - **Austin Ranch #2 (existing):** Painted Lake Cir., The Colony, TX 75056; Latitude:

33.056102°N Longitude: 96.869594°W; On southwest end of Painted Lake Cir.  
about 1,450 feet west of Plano Pkwy in Denton County.

**Purpose of Use:** Irrigation/Landscape; Filling of Pond or Surface Impoundment

**Requested Amount of Use:** 67,989,162 gallons per year.

**Production Capacity of Wells:**

- Well #3: 300 gallons/minute
- Well #2: 180 gallons/minute

**Aquifer:** Trinity (Paluxy)

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 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 the meeting open to the public.
3. Public comment.
4. Consider and act upon approval of the minutes from the November 12, 2024, Board meeting.
5. Consider and act upon approval of invoices and reimbursements, Resolution No. 2024-12-10-01.
6. Receive reports from the following Committees\*:
  - a. Budget and Finance Committee
    1. Receive Monthly Financial Information
7. Update and possible action regarding the process for the development of Desired Future Conditions (DFCs).
8. Consider and act upon the Interlocal Agreement between GMA 8 Districts.
9. Consider and act upon the approval of a Standard Technical Service Agreement between INTERA Incorporated and North Texas Groundwater Conservation District for GMA 8 DFC Joint Planning including the development of DFC and explanatory report.
10. Consider and act upon the Adoption of a Resolution regarding Legislative Priorities of the Board of Directors.
11. Consider and act upon compliance and enforcement activities for violations of District rules.
12. General Manager’s Report: The General Manager will update the board on operational, educational and other activities of the District.
  - a. District’s Disposal/Injection Well Program
  - b. Well Registration Summary
13. Open forum / discussion of new business for future meeting agendas.
14. 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](mailto: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); deliberation regarding personnel matters (§551.074); deliberation regarding security devices (§551.076); and deliberation regarding cybersecurity (§551.089). Any subject discussed in executive session may be subject to action.

ATTACHMENT 4

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

**Tuesday, November 12, 2024, at 10:00 a.m.**

**Pilot Point ISD Administration Office  
829 S. Harrison St.  
Pilot Point, TX 76258**

Please note for in-person attendance that the Board meeting location can only accommodate a limited number of attendees to comply with state requirements related to in-person gatherings. In the event in-person attendance exceeds any state or local requirements, the District may provide an option for virtual participation for any overflow attendees as necessary and authorized by law.

---

Members Present: Ronny Young, Allen Knight, Jimmy Arthur, Allen McDonald, Greg Peters, Robert Todd, Thomas Smith, and Leon Klement

Members Absent: Everette Newland

Staff: Paul Sigle, Allen Burks, and Velma Starks

Visitors: Kristen Fancher, Law Offices of Kristen Fancher, PLLC

---

**Permit Hearing**

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

**Agenda:**

1. Call to Order; establish quorum; declare hearing open to the public; introduction of Board.  
Board President Ronny Young called the Permit Hearing to order at 10:00 a.m.
2. Public Comment on the Production Permit Applications (verbal comments limited to three (3) minutes each).  
No public comments.
3. Review the Production Permit Applications of:

**New Production Permits**

- a. **Applicant:** Tellus Texas 1, LLC; 5301 Headquarters Drive, Suite 120, Plano, TX 75024  
**Location of Well:** Celina, TX 76259; Latitude: 33.262780°N, Longitude: 96.850470°W; About 3,875 feet west of N Legacy Dr and about 2,620 feet north of Parvin Rd in Denton County.  
**Purpose of Use:** Irrigation/Landscape; Filling of Pond or Surface Impoundment  
**Requested Amount of Use:** 27,150,700 gallons per year  
**Production Capacity of Well:** 185 gallons/minute  
**Aquifer:** Trinity (Antlers)



General Manager Paul Sigle reviewed the permit application with the Board. Discussion was held. Board Member Allen McDonald made a motion to approve the application. Board Member Thomas Smith seconded the motion. Motion passed unanimously.

- b. **Applicant:** Terra Enterprises LLC; 545 E Church St, Lewisville, TX 75057  
**Location of Well:** 5471 County Road 471, McKinney, TX 75071; Latitude 33.269750°N, Longitude: 96.503750°W; About 3,672 feet west of New Hope Rd E and about 425 feet north of County Road 471 in Collin County.  
**Purpose of Use:** Concrete Production  
**Requested Amount of Use:** 13,000,000 gallons per year  
**Production Capacity of Well:** 199 gallons/minute  
**Aquifer:** Woodbine

General Manager Paul Sigle reviewed the permit application with the Board. Board will go into Executive Session after permit application c.

- c. **Applicant:** South Grayson Special Utility District; 209 B.H. Cook Lane, Van Alstyne, TX 75495  
**Location of Well:** County Road 376, Anna, TX 75409; Latitude: 33.385831°N, Longitude: 96.532917°W; About 3,175 feet north of Winding Oaks Trail and about 280 feet east of County Road 376 in Collin County.  
**Purpose of Use:** Municipal/Public Water  
**Requested Amount of Use:** 71,003,586 gallons per year  
**Production Capacity of Well:** 435 gallons/minute  
**Aquifer:** Trinity (Paluxy)

General Manager Paul Sigle reviewed the permit application with the Board. Board Member Thomas Smith made a motion to approve the permit application. Board Member Allen McDonald seconded the motion. Motion passed unanimously.

Board convened into Executive Session at 10:08 a.m.  
Board reconvened into regular session at 10:32 a.m.

- d. **Applicant:** Billingsley-Austin Ranch West #2 and #3.; 1722 Routh St., Dallas, TX 75201  
**Location of Wells:**
- **Austin Ranch #3 (new):** Plano Pkwy, The Colony, TX 75056; Latitude: 33.059607°N Longitude: 96.866466°W; About 84 feet north of Windhaven Pkwy and about 1,090 feet west of Plano Pkwy in Denton County.
  - **Austin Ranch #2 (existing):** Painted Lake Cir., The Colony, TX 75056; Latitude: 33.056102°N Longitude: 96.869594°W; On southwest end of Painted Lake Cir. about 1,450 feet west of Plano Pkwy in Denton County.
- Purpose of Use:** Irrigation/Landscape; Filling of Pond or Surface Impoundment  
**Requested Amount of Use:** 67,989,162 gallons per year.  
**Production Capacity of Wells:**
- Well #3: 300 gallons/minute
  - Well #2: 180 gallons/minute
- Aquifer:** Trinity (Paluxy)

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.

Permits voted on individually.

Board Member Leon Klement made a motion to table permit application b. Board Member Robert Todd seconded the motion. Motion passed unanimously.

Board Member Thomas Smith made a motion to table permit application d. Board Member Leon Klement seconded the motion. Motion passed unanimously.

5. Adjourn or continue permit hearing.

Board President Ronny Young adjourned the permit hearing at 10:34 a.m.

### **Board Meeting**

#### **Agenda:**

1. Pledge of Allegiance and Invocation

Board President Ronny Young led the Pledge of Allegiance and Board Member Thomas Smith provided the invocation.

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

Board President Ronny Young called the meeting to order at 10:34 a.m.

3. Public Comment

There were no public comments at this time.

4. Consider and act upon approval of the minutes from October 8, 2024, Board meeting.

Board President Ronny Young asked for approval of the minutes from the October 8, 2024, meeting. Board Member Allen Knight made a motion to approve the minutes. Board Member Greg Peters seconded the motion. Motion passed unanimously.

5. Consider and act upon approval of invoices and reimbursements, Resolution No. 2024-11-12-01.

General Manager Paul Sigle reviewed the liabilities with the Board. Board Member Allen Knight made the motion to approve Resolution No. 2024-11-12-01. Board Member Greg Peters 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 Paul Sigle reviewed the Financial Report with the Board.

7. Consider and act upon a Policy on covered applications and prohibited technology.

General Manager Paul Sigle provided information for the Board. The Legislature passed a bill to ban Tik Tok on company owned devices. The North Texas Groundwater Conservation District

will need to adopt this policy to comply with the requirements of Senate Bill 1893. Board Member Allen McDonald made a motion to adopt the policy. Board Member Thomas Smith seconded the motion. Motion passed unanimously.

- 8. Update and possible action regarding the process for the development of Desired Future Condition (DFCs).

General Manager Paul Sigle informed the Board that GMA 8 met in October. INTERA’s cost was discussed. Districts will be executing the local agreement.

- 9. Consider and act upon compliance and enforcement activities for violations of District rules.

No issues.

Board went to Item 11.

- 10. Discussion and possible action on Legislative Priorities for the upcoming 89<sup>th</sup> Legislative Session.

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

- a. District’s Disposal/Injection Well Program

No update

- b. Well Registration Summary

General Manager Paul Sigle reviewed the well registration summary with the Board. Thirty-three wells were registered in October.

Board convened into Executive Session for Item 10 at 10:42 a.m.

Board reconvened into regular session at 11:10 a.m.

Discussion was held regarding Item 10.

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

Contested Hearing next month

- 13. Adjourn public meeting

Board President Ronny Young declared the meeting adjourned at 11:20 a.m.

#####

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Secretary-Treasurer

ATTACHMENT 5

RESOLUTION NO. 2024-12-10-01

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

The following liabilities are hereby presented for payment:

<u>Administrative Services</u>	<u>Amount</u>
GTUA - November 2024	30,995.04
<u>Consultant</u>	
Advanced Groundwater Solutions LLC - October 2024 Hydro-Geo services	7,334.50
<u>Direct Costs</u>	
Ronny Young - Mileage for Nov 2024	29.48
Nextraq - December	36.95
Leon Klement - Mileage for Nov 2024	40.20
<u>Legal</u>	
Kristen Fancher PLLC - services through 11/30/24	4,018.00
<u>Legal-Legislative</u>	
Lloyd Gosselink - October 2024	3,870.00
<u>Meetings &amp; Conferences</u>	
Pilot Point ISD - Meeting Room	75.00
<u>Refunds</u>	
M5 Drilling - Driller Deposit Refund	600.00
Baccus Environments! - Driller Deposit Refund	100.00
HWH Water Well - Driller Deposit Refund	100.00
GA Services - Driller Deposit Refund	100.00
<u>Well Injection Monitoring</u>	
Statewide Plat Service - Sept-Oct 2024	100.00
<b>GRAND TOTAL:</b>	<b>\$ <u>47,399.17</u></b>

On motion of \_\_\_\_\_ and seconded by \_\_\_\_\_ the foregoing Resolution was passed and approved on this, the 10th day of December, 2024 by the following vote:

AYE:  
NAY:

\_\_\_\_\_  
President

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

1000 PM  
DECEMBER 12 2023  
AMERICA

DEPT OF HEALTH & HUMAN SERVICES  
2101 CONSTITUTION AVENUE  
WASHINGTON, DC 20037

ATTACHMENT 6 a. - i.

DEPT OF HEALTH & HUMAN SERVICES

DISTRICT  
CONSERVATION  
CROSSCOUNTRY  
BED STAIR

# NORTH TEXAS GROUNDWATER

## Balance Sheet

As of November 30, 2024

### ASSETS

#### Current Assets

##### Checking/Savings

10001 Checking Account	650,948.88
10005 Cash-Index Account	20,207.14
10008 Cash - Tex Star	444,038.28
10010 Investment	3,439,190.13
10025 Accounts Receivable	304,247.70
10030 A/R Well Applications	-5,883.20
10033 A/R Penalties	2,200.00
10070 A/R Liens	14,000.00
10026 Allowance for Uncollectib	-29,887.36
12001 Prepaid Expenses	3,351.25

**TOTAL ASSETS** 4,842,412.82

### LIABILITIES & EQUITY

#### Liabilities

##### Current Liabilities

##### Accounts Payable

23100 Accounts Payable	15,127.18
23150 Well Drillers Deposits	27,100.00

**Total Liabilities** 42,227.18

#### Equity

35100 Retained Earnings	4,262,231.87
Net Income	537,953.77

**Total Equity** 4,800,185.64

**TOTAL LIABILITIES & EQUITY** 4,842,412.82

**NORTH TEXAS GROUNDWATER  
Profit Loss Budget vs. Actual  
November 30, 2024**

	TOTAL				
	Nov 2024	1 mo. Budget	YTD Actual	Total Budget	% of Budget remaining
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
46003 - Registration Fees	3,900.00	2,916.00	47,300.00	35,000.00	-35.14%
46004 - Well Driller Fees	0.00	0.00	0.00	0.00	0.0%
46005 - PRODUCTION FEES	0.00	0.00	826,472.07	870,000.00	5.0%
46006 Income GMA8	0.00	0.00	130,864.76	281,735.00	53.55%
46007 - Penalties	0.00	0.00	4,500.00	0.00	0.0%
46008 - Online Pay Fees	112.50	0.00	1,408.11	1,000.00	-40.81%
46015 Late Fees	-250.00	0.00	52,637.16	0.00	0.0%
<b>Total Income</b>	<u>3,762.50</u>	<u>2,916.00</u>	<u>1,063,182.10</u>	<u>1,187,735.00</u>	<u>10.49%</u>
<b>Gross Profit</b>	3,762.50	2,916.00	1,063,182.10	1,187,735.00	10.49%
<b>Expense</b>					
<b>77010 ADMINISTRATIVE</b>					
77013 Admin-Secretarial	721.50	1,250.00	7,955.50	15,000.00	46.96%
77014 Admin-Project Coordinator	47.00	417.00	1,203.75	5,000.00	75.93%
77015 Admin-GM	6,438.00	5,500.00	56,975.00	66,000.00	13.67%
77016 Admin-Clerical	2,952.00	3,917.00	30,939.66	47,000.00	34.17%
77040 ADMIN-MILEAGE	433.25	333.00	2,164.02	4,000.00	45.9%
<b>77025 ACCOUNTING</b>	1,209.50	2,750.00	30,030.42	33,000.00	9.0%
<b>77027 AUDITING</b>	0.00	0.00	9,500.00	6,206.00	-53.08%
<b>77035 BAD DEBT</b>	0.00	0.00	468.85	0.00	0.0%
<b>77050 BANKING FEES</b>	329.86	167.00	2,024.23	2,000.00	-1.21%
<b>77100 GMA8 MODELING</b>	0.00	26,302.00	144,136.50	315,619.00	54.33%
<b>77150 CONSULTING-HYDROGEO SVC</b>	0.00	4,392.00	41,529.25	52,700.00	21.2%
<b>77325 DIRECT COSTS-REIMB</b>	588.95	500.00	5,158.07	6,000.00	14.03%
<b>77450 DUES &amp; SUBSCRIPTION</b>	0.00	650.00	7,200.00	7,800.00	7.69%
<b>77480 EQUIPMENT</b>	0.00	167.00	0.00	2,000.00	100.0%
<b>77485 Equipment Database</b>	0.00	4,167.00	3,421.50	50,000.00	93.16%
<b>77500 FEES-GMA8</b>	0.80	0.00	615.73	2,000.00	69.21%
<b>77550 FIELD TECH</b>	10,493.00	15,833.00	114,409.44	190,000.00	39.78%
<b>77560 Field Permitting/Geologis</b>	5,408.00	5,417.00	56,287.00	65,000.00	13.4%
<b>77650 FUEL/MAINTENANCE</b>	495.47	417.00	4,303.30	5,000.00	13.93%
<b>77800 INJECTION WELL MONITORING</b>	0.00	58.00	533.40	700.00	23.8%
<b>77810 INSURANCE &amp; BONDING</b>	478.75	581.00	5,962.25	6,975.00	14.52%
<b>77970 LEGAL</b>					
77975 Legal-Injection	0.00	833.00	4,821.00	10,000.00	51.79%
77980 Legal-Legislation	0.00	2,500.00	13,721.77	30,000.00	54.26%
77970 LEGAL - Other	4,018.00	5,000.00	30,394.00	60,000.00	49.34%
<b>78010 MEETINGS &amp; CONFERENCES</b>	945.53	583.00	5,912.04	7,000.00	15.54%
<b>78310 Rent</b>	200.00	200.00	2,200.00	2,400.00	8.33%
<b>78600-SOFTWARE MAINT</b>	1,277.07	208.00	3,234.47	2,500.00	-29.38%
<b>78610 TELEPHONE</b>	294.06	317.00	3,275.24	3,800.00	13.81%
<b>78780 Well Monitoring/Testing</b>	0.00	1,350.00	18,759.96	16,200.00	-15.8%
<b>Total Expense</b>	<u>36,330.74</u>	<u>83,809.00</u>	<u>607,136.35</u>	<u>1,013,900.00</u>	<u>40.12%</u>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
46100 INTEREST INC	0.00	8,333.00	81,908.03	100,000.00	18.09%
<b>Total Other Income</b>	<u>0.00</u>	<u>8,333.00</u>	<u>81,908.03</u>	<u>100,000.00</u>	
<b>Net Other Income</b>	<u>0.00</u>	<u>8,333.00</u>	<u>81,908.03</u>	<u>100,000.00</u>	
<b>Net Income</b>	<u><u>-32,568.24</u></u>	<u><u>-72,560.00</u></u>	<u><u>537,953.78</u></u>	<u><u>273,835.00</u></u>	



ATTACHMENT 8

**INTERLOCAL AGREEMENT REGARDING  
GROUNDWATER MANAGEMENT AREA 8 FUNDING FOR DEVELOPMENT OF  
DESIRED FUTURE CONDITIONS JOINT PLANNING**

**THIS INTERLOCAL AGREEMENT REGARDING GROUNDWATER MANGEMENT AREA 8 FUNDING FOR DEVELOPMENT OF DESIRED FUTURE CONDITIONS JOINT PLANNING** (the “*Agreement*”) is entered into between the Central Texas Groundwater Conservation District, Clearwater Underground Water Conservation District, Middle Trinity Groundwater Conservation District, North Texas Groundwater Conservation District, Northern Trinity Groundwater Conservation District, Post Oak Savannah Groundwater Conservation District, Prairielands Groundwater Conservation District, Red River Groundwater Conservation District, Saratoga Underground Water Conservation District, Southern Trinity Groundwater Conservation District, and the Upper Trinity Groundwater Conservation District (collectively, the “*Participating Districts*” or “*Parties*” and individually a “*Participating District*” or “*Party*”), pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**WHEREAS**, each Party is a political subdivision of the State of Texas created under the authority of Article XVI, Section 59, of the Texas Constitution, and operates pursuant to the provisions of Chapter 36 of the Texas Water Code, and each Party’s respective enabling act; and

**WHEREAS**, each Party’s boundaries are wholly or partially within Groundwater Management Area 8 (“*GMA 8*”), as delineated by the Texas Water Development Board (the “*TWDB*”) pursuant to Section 356.21 of TWDB Rules, Title 31 Texas Administrative Code § 356.21, as amended; and

**WHEREAS**, the groundwater conservation districts within GMA 8 (“*GMA Districts*”) selected a consultant to perform the services required to develop and prepare the explanatory report required under Section 36.108 of the Texas Water Code (the “*Explanatory Report*”) for the upcoming round of Desired Future Conditions (“*DFCs*”) joint planning for the relevant aquifers within GMA 8; and

**WHEREAS**, each Party has the authority provided in Chapter 791, Texas Government Code, its respective enabling act, Chapter 36 of the Texas Water Code, including, but not limited to, Sections 36.1086, 36.205, and 36.207 of the Texas Water Code, as amended, to enter into any and all such contracts as necessary to achieve the intent and purposes set forth herein; and

**WHEREAS**, the Parties desire to contract with each other in support of the collective development of DFCs in the next round of joint planning; and

**WHEREAS**, the Parties further desire to contract with each other regarding funding of the consultant work required to develop and prepare the next round of DFCs and related Explanatory Report.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I. SCOPE AND FUNDING

1.1 **Scope of Services.** The GMA 8 Districts have selected INTERA Incorporated and Advance Groundwater Solutions (“*Consultant*”) in accordance with the Professional Services Procurement Act, Chapter 2254, Texas Government Code (“*Act*”), to perform the professional services necessary to fulfill the DFC adoption and development and preparation of the Explanatory Report requirements of Section 36.108 of the Texas Water Code as of the effective date of this Agreement. The scope of work to be provided by Consultant is set forth in **Exhibit A**, attached hereto and incorporated herein for all purposes.

1.2 **Funding of Consultant Services.**

- (a) The GMA 8 Districts have negotiated a contract price pursuant to the Act, which is more particularly set forth in **Exhibit B**, attached hereto and incorporated herein for all purposes. The contract price set forth in Exhibit B shall not be exceeded without specific authority from the Participating Districts. The North Texas Groundwater Conservation District (“*NTGCD*”) has been appointed by the groundwater conservation districts in GMA 8 as the administrative district for GMA 8, and NTGCD shall serve as the entity that will contract with Consultant to perform the services under Section 1.1 of this Agreement; provided, however that each Participating District has the same obligations, interest and right to the data and information prepared by Consultant by virtue of funding the work performed. The contract between NTGCD and Consultant is entered into on behalf of all of the Participating Districts in the interest of efficiency, and shall at a minimum include terms related to Force Majeure, remedies for breach, and any applicable representations and warranties to ensure timely delivery of the work product set forth in Exhibit A.
- (b) The Participating Districts agree to each fund an equal pro rata share of the total contract price for the performance of Scope of Work as set forth in Pages 4 to 6 of Exhibit A. The Participating Districts’ equal pro rata share of costs to perform the Scope of Work on Pages 4 to 6 of Exhibit A shall include all costs incurred as set forth under Exhibit B (the “*Primary Costs*”). In the event all of the Participating Districts agree after the effective date of this Agreement to fund any additional costs for services beyond the Primary Costs, the Participating Districts hereby agree to fund such additional costs in the same equal pro rata share manner as that for the Primary Costs.
- (c) This Agreement is intended to address the funding of only the Primary Costs in Exhibit B and only those additional costs incurred as agreed to by all Participating Districts. Nothing in this section or the Agreement shall be construed to require a Party to fund any additional cost beyond the Primary Costs in Exhibit B to which that Party does not agree to fund. Similarly, nothing in this section or the Agreement shall be construed as limiting a Party hereto, individually or in conjunction with any other Party/Parties comprising the Participating Districts, from separately funding any other services beyond the Primary Costs in Exhibit B.
- (d) In the event a GMA 8 District that is not a Participating District or other entity approved by the Participating Districts desires to contribute funding to the Primary Costs and/or

approved additional costs, such contribution shall thereby reduce each Party's share of the funding on a pro rata basis.

1.3 **Payment of Consultant Services Costs.**

- (a) Upon receipt of an invoice from Consultant, which shall include all supporting documentation including an itemization for the services performed, NTGCD shall send an email to each Participating District with the following: (i) a copy of the Consultant invoice; and (ii) a separate invoice from NTGCD reflecting the equal pro rata share due from each Participating District. Payment is due from each Participating District by check mailed to NTGCD not later than thirty (30) days from the date of the NTGCD invoice. NTGCD shall tender one payment to Consultant on behalf of the Participating Districts, and has the discretion whether to do so prior to or after receipt of payment from some or all of the Participating Districts. The Participating Districts agree to provide payment to NTGCD as set forth herein under all circumstances, unless the Participating Districts each agree to halt or refuse payment on a particular Consultant invoice due to a dispute over services performed.
- (b) In the event a Participating District is unable to timely pay for any reason whatsoever (the "***Breaching District***"), such inability to pay does not relieve the Participating District of the funding obligations hereunder, but shall require the other Participating Districts to equally absorb the pro rata share of the Breaching District's amounts owed to NTGCD. Any breach of this Agreement by a Breaching District shall result in the non-breaching Participating Districts having the ability to exercise all of the legal rights and remedies available under law and equity against such Breaching District.
- (c) Any funding received from a third party under Section 1.2(d) towards payment of a Consultant invoice or total previously paid by the Participating Districts shall serve as a credit on any future payments owed by the Participating Districts. Any such credit shall be reflected on the following NTGCD invoices delivered to the Participating Districts under Subsection (a) of this section.

## II. GENERAL PROVISIONS

- 2.1 **Recitals.** The recitals in this Agreement are true and correct.
- 2.2 **Cooperation.** During the Term of this Agreement, the Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.
- 2.3 **Compliance with Laws.** All activities of the Parties under this Agreement shall be in compliance with all applicable Federal, State, and Local rules, laws, and regulations.
- 2.4 **Authority.** This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code and Sections 36.1086, 36.205, and 36.207 of the Texas Water Code, as amended. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.
- 2.5 **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 this Agreement will be construed as if the invalid portion had never been contained herein.

- 2.6 **Assignment.** The assignment of this Agreement by any Party is prohibited without the prior written consent of all of the other Parties. All of the respective covenants, undertakings, and obligations of each of the Parties will bind that Party and will apply to and bind any successors or assigns of that Party.
- 2.7 **Source of Payment; Pledge to Secure Payment.** The Parties represent and covenant that payments to be made by it under this Agreement shall constitute funds from the current fiscal year's revenues, as appropriated by each Party's Board of Directors through each Party's annual budget adopted in accordance with the applicable procedures of each Party.
- 2.8 **Third Party Beneficiaries.** Except as expressly provided for herein with regard to Consultant, 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.
- 2.9 **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.
- 2.10 **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. Headings and captions used in this Agreement are for reference purposes only, and shall have no bearing on the interpretation of this Agreement.
- 2.11 **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 contractual 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.
- 2.12 **Amendments.** Any amendment of this Agreement must be in writing and will be effective if it is signed by the authorized representatives of each the Parties.
- 2.13 **Applicable Law; Venue.** This Agreement will be construed in accordance with Texas laws. Venue for any action arising hereunder will be in a court of competent jurisdiction according to the venue provisions in Texas Water Code § 36.251(c) and Texas Civil Practice and Remedies Code § 15.0151, as applicable.
- 2.14 **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 official business address of a Party.

- 2.15 **Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.
- 2.16 **Effective Date.** The effective date of this Agreement shall be the last date of execution of the Parties in the signature pages below.

*(Signature Pages Follow)*

*(Signature page of Central Texas Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**CENTRAL TEXAS GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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

*(Signature page of Clearwater Underground Water Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT:**

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

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

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

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



*(Signature page of Middle Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**MIDDLE TRINITY GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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

*(Signature page of North Texas Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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

*(Signature page of Northern Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**NORTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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

*(Signature page of Post Oak Savannah Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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

*(Signature page of Prairielands Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**PRAIRIELANDS GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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

*(Signature page of Red River Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**RED RIVER GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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

*(Signature page of Saratoga Underground Water Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**SARATOGA UNDERGROUND WATER CONSERVATION DISTRICT:**

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

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

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

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

*(Signature page of Southern Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**SOUTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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



*(Signature page of Upper Trinity Groundwater Conservation District to Interlocal Agreement Regarding Groundwater Management Area 8 Funding for Development of Desired Future Conditions Joint Planning)*

**UPPER TRINITY GROUNDWATER CONSERVATION DISTRICT:**

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

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

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

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

## STANDARD TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of 31 October 2024 by **INTERA Incorporated**, ("INTERA") a Texas Corporation, and **North Texas Groundwater Conservation District**, ("Client") a Texas government entity . 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 Attachment A.

### **ARTICLE 2. TERM**

The term of this Agreement will commence on 31 October 2024 and will continue until 31 March 2026 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 Attachment B. 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/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 attorneys' fees, incurred in connection with all actions taken to obtain or enforce payment by Client of Client's obligations under this Agreement.

### **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.

### **ARTICLE 5. RECORDS**

For a period of one year after completion of the Services 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 this Agreement.

### **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 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. 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 this Agreement 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 this Agreement 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.

### **ARTICLE 9. TERMINATION**

9.1. Client's Right to Terminate. Client may terminate this Agreement in whole or in part, 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 this Agreement in whole or in part, 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, 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

## STANDARD TECHNICAL SERVICES AGREEMENT

(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 or the performance of the Services or supply of Goods under this Agreement, will in no case exceed the compensation paid to INTERA by Client 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 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 teletype to the other Party at the following addresses or facsimile numbers:

If to INTERA:	INTERA Incorporated Attn: George Westbury, Director of Contracts 9600 Great Hills Trail, Suite 300W Austin, TX 78759 Telephone: 512.425.2000 Email: gwestbury@intera.com
If to Client:	North Texas Groundwater Conservation District Attn: Paul Sigle 5100 Airport Dr. Denison, TX 75020 Telephone: 855.426.4433 Email: p.sigle@northtexasgcd.org; paul@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 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 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 the Services or Goods under this Agreement 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 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 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 to 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

**STANDARD TECHNICAL SERVICES AGREEMENT**

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 and any Work Order. 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 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.

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.

**North Texas Groundwater Conservation District**

**INTERA Incorporated**

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

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

Printed Name: Paul Sigle

Printed Name: Neil Deeds

Printed Title: General Manager, North Texas Groundwater Conservation District

Printed Title: Vice President

Project ID: P024.136.GMA08

# STANDARD TECHNICAL SERVICES AGREEMENT

## ATTACHMENT A: SCOPE OF SERVICES

### 1.0 STATEMENT OF SERVICES

#### General Philosophy

The joint planning process provides a roadmap for GCDs to work together to evaluate and define long-term goals for the aquifers within each groundwater management area. To do this effectively, it is critically important that GCDs have access to the best available science to inform these important decisions. INTERA's philosophy for providing joint planning support is to facilitate the process and ensure that the best science is available and presented in a way that is useful to the GCDs tasked with setting desired future conditions. We do not believe it is our role to advocate for any particular outcome or DFC. It is the role of GCDs to balance the competing interests in developing and conserving groundwater in a way that is suitable for each District and consistent with other districts in the GMA. We view it as our responsibility to make sure that the GMA 8 GCDs are equipped to make these decisions in an informed and structured manner.

#### Approach to Planning

Planning is critical to the success of any project. Our initial planning efforts will involve working with GMA 8 to develop a work schedule designed to efficiently complete this round of joint planning. Our Project Manager will conduct periodic reviews of the schedule to ensure that critical path activities are receiving the necessary management, attention, and resources and that responsible technical or task leads are accountable for progress on the work they are managing. Our Project Manager will also review progress with the GMA 8 districts at each GMA meeting.

#### Approach to Nine Factors in Texas Water Code Section 36.108(d)

Below is a discussion of our approach to addressing the nine factors listed in TWC Section 36.108(d) that GCDs are required to consider when developing desired future conditions. During the last round of joint planning, GMA 8 evaluated each of these factors. These evaluations are documented in the associated Explanatory Report. We will still evaluate each of the factors individually during this round of joint planning. However, to save both time and expense to the districts in GMA 8, we will review and where appropriate use content from this previous work completed for GMA 8.

##### *Factor 1: Aquifer Uses and Conditions with GMA 8*

We will gather information on uses and conditions across the aquifers in GMA 8. This includes collecting well and other records from each of the GCDs in GMA 8 as well as the TWDB Groundwater and Submitted Drillers Reports databases and water use reports. This information can be used to assess the distribution of uses of groundwater throughout GMA 8 (e.g., agricultural, public supply, industrial, etc.) and whether these uses or conditions differ substantially by geographic area. For example, areas with higher and lower well yields can be identified along with areas with uses that differ substantially from other portions of the GMA. This task will result in a series of maps of well yields and use types, both for GMA 8 as a whole and for each county within the GMA.

##### *Factor 2: Water Supply Needs and Water Management Strategies in the State Water Plan*

INTERA will compile and review information on water demand projections included in the 2022 State Water Plan and water demand projections that have been prepared for the 2027 State Water Plan. We will also compile, review and synthesize water supply needs and water management strategies included in the 2022 State Water Plan. The emphasis of the water management strategy review will be on strategies that directly relate to groundwater resources that could be impacted by the proposed DFCs.

##### *Factor 3: Hydrological Conditions*

A basic understanding of the hydrological and hydrogeological conditions in an area is necessary to evaluate the capacity of an aquifer to support pumping and the likely impacts of that pumping. Conditions including proximity to surface water features such as rivers, reservoirs, and springs, the presence or absence of confining units, and the suitability of the surface sediments to accepting recharge from precipitation can all strongly influence the availability of groundwater. For this task, we will use the updated NTGAM model and other relevant studies to estimate the hydrological and hydrogeological conditions for each county in GMA 8 including average annual recharge, inflows and discharge. We will also review and evaluate the total estimated recoverable storage for the aquifers in GMA 8 as provided by TWDB. Using this information, we will identify areas in GMA 8 where hydrological conditions differ substantively from other areas and describe the implications of these differences for aquifer management.

##### *Factor 4: Environmental Impacts*

Though groundwater and surface water are regulated separately in Texas, they are interconnected as part of the larger hydrologic system. Groundwater commonly provides baseflow to perennial streams and rivers while large reservoirs can change the groundwater conditions in adjacent aquifers. Groundwater pumping can alter this relationship and lead to environmental impacts such as reduced flow from springs, reduced outflow to streams and rivers, and potentially induced flow into the aquifer from surface reservoirs. These dynamic relationships are one of the key reasons to model groundwater systems as these interactions are very difficult to quantify using simpler methods. To accomplish this task, INTERA will use the groundwater availability model results of the scenario(s) identified for evaluation by GMA 8 to assess the expected environmental impacts.

##### *Factor 5: Impact on Subsidence (limited in GMA 8)*

Land surface subsidence is an impact to an area in which the elevation of the land surface permanently declines as unconsolidated clay sediments underground compress after the pressure in the geologic formation is reduced, commonly by groundwater production. Subsidence has not historically been a significant issue in GMA 8 despite significant historical pumping. For this task, INTERA will compile and summarize information relevant to the potential for land surface subsidence in GMA 8.

## STANDARD TECHNICAL SERVICES AGREEMENT

### *Factor 6: Socioeconomic Impacts Reasonably Expected to Occur*

An important consideration when developing a DFC is its potential social and economic impacts on communities in the area. DFCs must balance the competing interests to use the groundwater to support local communities and the economy and conserve the groundwater for future use, to minimize subsidence, and to maintain springflows and baseflows to rivers and streams.

Our approach to performing the socioeconomic analysis will start by comparing the groundwater availability under proposed DFCs to the projected future demand for water in GMA 8. Groundwater availability under various proposed pumping scenarios, along with estimates of availability of surface water and other sources in the state water plan will be compared to the projected water demand by county and by user group as projected by TWDB. The socioeconomic impacts of a difference between supply and demand for each potential DFC will be evaluated, described and quantified where possible. We will also review and make use of socioeconomic impacts evaluated as part of the regional water planning process, where appropriate. Conceptually, stringent pumping restrictions can lead to near-term socioeconomic impacts related to unmet demand (e.g., reduced agricultural productivity) while less restrictive access to groundwater can result in over-pumping and lead to longer-term issues.

### *Factor 7: Impacts on the Interests and Rights in Private Property*

With the passage of S.B. 332 in 2011 by the 82nd Texas Legislature, groundwater is now clearly recognized as the real property of the landowner. As described in TWC Section 36.002, the landowner has the right to drill for and produce groundwater but is subject to regulation by a GCD including well spacing requirements and potentially production limitations. The ownership of the groundwater, therefore, does not entitle the landowner to the right to produce a specific amount of groundwater (TWC 36.002(b)(1)). GCDs must consider the potential impacts of DFCs on private property rights but must also recognize that in many cases the impacts to individuals, if any, will be more strongly driven by the implementation of GCD rules to achieve the DFCs than the DFCs themselves. For this task, INTERA will evaluate each potential DFC relative to two metrics: 1) the expected modeled available groundwater and how that compares to expected demands for groundwater, and 2) the distribution of impacts to existing wells in the GMA. For areas with significant impacts, we will solicit input from the affected GCDs to determine and document the relevance of the potential impact given the district's rules and management philosophy.

### *Factor 8: Feasibility of Achieving the DFC(s)*

GCDs must consider the feasibility of achieving any proposed DFCs. Feasibility can take many forms, but includes whether a DFC is physically possible, whether it is within the regulatory authority of the districts to implement rules and policies to achieve it, and potential practical barriers to achieving the DFCs. The physical possibility of a DFC is typically assessed using the NTGAM by determining if all DFCs for all areas and aquifers can be achieved concurrently. We will also evaluate estimates of production from the aquifer exempt from permitting by GCDs and identify potential barriers to implementing DFCs in certain areas and/or aquifers such as a lack of relevant monitoring wells. For any issues identified, we will propose potential remedies and solicit feedback from affected GCDs.

### *Factor 9: Other Information Relevant to Proposed DFC(s)*

Chapter 36 of the Texas Water Code stipulates that GCDs must consider "any other information relevant to specific desired future conditions" not addressed in the factors described above. The approach for this type of evaluation is inherently uncertain. However, we will identify and evaluate any other relevant information for consideration by GMA 8 and work closely with the districts to define the analyses necessary to address any issues. Such issues could include management of droughts, distribution of brackish groundwater, water budgets, and uncertainty in model predictions. As with several of the tasks above, this may require consultation and input from affected GCDs, depending on the nature of the additional analyses.

### Approach to Modeling

We will work with the GMA 8 districts to determine which model run or runs will be needed to evaluate potential DFCs. For all model runs completed, we will document the methods and results and present the key findings at a GMA meeting. We will also deliver model files for these runs. Given our experience with the GAM and running DFC simulations for GMAs across Texas, we have the tools to efficiently perform many different types of groundwater availability scenarios. Examples of these include: specified pumping by county by year, specified volume remaining after 50 years, specified drawdown per year, and specified percent removed per year. During the initial GMA 8 meetings on this project, we will work with the member districts to identify the types of model runs needed (whether they are consistent with runs performed previously or not) and the information that best helps inform the balance between the highest practicable level of groundwater production and the conservation and preservation of the aquifers. For budgeting purposes, we have assumed that GMA 8 will evaluate three DFC scenarios.

### Documentation and the Explanatory Report

Each of the factors and any modeling results described above will be documented in technical memoranda and presented at GMA 8 meetings. These reports and presentations will become part of the record for this round of joint planning along with all meeting agendas and meeting minutes, which INTERA will assist with at the direction of the GMA. Following the public comment period, INTERA will gather the information described in each of the tasks above into an Explanatory Report that documents the consideration of the nine factors, the balancing test, and the policy and technical justifications for the DFCs. The Explanatory Report will also document other DFCs considered. To ensure that the balancing test and policy and technical justifications and responses to any alternative DFCs proposed accurately reflect the policy positions of each GCD, we will work closely with the member districts and their designated representatives if preferred (e.g. attorneys) throughout this process.

## STANDARD TECHNICAL SERVICES AGREEMENT

### Document Relevant Comments and Proposed Revisions

Once DFCs are formally proposed for adoption, member districts must hold public hearings and consider public input and potential revisions to the proposed DFCs. For this task, INTERA will be available to advise and assist the member GCDs with organizing and holding the public hearings, where requested. We will also develop an Explanatory Report summarizing the relevant comments, proposed revisions and the basis for the proposed revisions.

### Desired Future Conditions Petitions

On occasion the DFCs adopted by a GMA are challenged through a petition process. At this stage it is uncertain whether such a petition or petitions will occur and what type of assistance from INTERA could be needed. For budgeting purposes, we considered any involvement by INTERA in a petition of GMA 8 DFCs as outside the scope of this agreement. If/when it becomes necessary, a separate scope and cost estimate will be defined with the appropriate entity.

### **2.0 DELIVERABLES AND SCHEDULE**

The key deliverables for this project include 1) all presentations given to GMA 8, 2) model files and associated documentation for model runs completed during this project including evaluation of potential DFCs and the balancing test, and 3) the explanatory report that documents the DFCs, their policy and technical justifications, and consideration of the nine factors described above.

### **3.0 DESIGNATED REPRESENTATIVES**

**North Texas Groundwater Conservation District**

**Printed Name: Paul Sigle**

**Phone: 903-786-4433**

**Email: p.sigle@northtexasgcd.org; paul@gtua.org**

**INTERA Incorporated**

**Printed Name: Neil Deeds**

**Phone: 512-506-1230**

**Email: ndeeds@intera.com**

# MASTER TECHNICAL SERVICES AGREEMENT

## ATTACHMENT B: COMPENSATION

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: \$200,000. Inclusive of any applicable taxes? YES  NO**

### TIME AND MATERIALS:

1. If on a Time and Materials Basis, INTERA's hourly labor rates are provided in the Table below. All rates are in U.S. dollars
2. For Services with an estimated duration greater than twelve (12) months, the below rates are subject to annual adjustment using the change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the preceding twelve (12) month period. INTERA will provide written notice of the increase annually.
3. 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.

**INTERA Labor Hourly Billing Rates**

<b>Labor Category</b>	<b>Rate (\$USD/hr.)</b>
Principal Engineer/Scientist I	\$294
Principal Engineer/Scientist II	\$263
Principal Engineer/Scientist III	\$247
Senior Engineer/Scientist I	\$231
Senior Engineer/Scientist II	\$210
Senior Engineer/Scientist III	\$198
Senior Engineer/Scientist IV	\$187
Engineer/Scientist I	\$177
Engineer/Scientist II	\$166
Engineer/Scientist III	\$144
Engineer/Scientist IV	\$134
Engineer/Scientist Intern	\$89
Senior Technician	\$147
Technician	\$89
Senior Technical Editor	\$147
Technical Editor	\$100
Senior CAD/Graphics Specialist	\$126
CAD/Graphics Specialist	\$100
Project Associate	\$92
Project Analyst	\$100



## Exhibit B: Project Cost

Task	Total cost
Review last explanatory report / other meetings / ER support	\$12,215
Factor 1: Aquifer uses and conditions	\$15,823
Factor 2: State Water Plan/ Water Supply Needs	\$20,740
Factor 3: Hydro Conditions	
Selection of Runs / Balancing scenario results	
Model run results presentation	
Factor 4: Environmental (SW/GW interaction)	\$16,920
Factor 7: Private Property	
Factor 5: Subsidence	\$1,696
Factor 6: Socioeconomic*	\$13,963
Factor 8: Feasibility	\$2,530
Factor 9: Other information / factors review / wrap-up	
Three Run Scenarios	\$27,790
Balancing test	\$13,022
Explanatory Report (INTERA)	\$14,007
Explanatory Report (AGS)	\$28,570
Other expenses (AGS)	\$1,050
Total of meetings (INTERA)	\$17,467
Project management	\$14,210
	<b>\$200,003</b>

ATTACHMENT 9

## STANDARD TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made as of 1 December 2024 by **INTERA Incorporated**, ("INTERA") a Texas Corporation, and **North Texas Groundwater Conservation District**, ("Client") a Texas government entity . 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 Attachment A.

### **ARTICLE 2. TERM**

The term of this Agreement will commence on 1 December 2024 and will continue until 31 March 2026 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 Attachment B. 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/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 attorneys' fees, incurred in connection with all actions taken to obtain or enforce payment by Client of Client's obligations under this Agreement.

### **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.

### **ARTICLE 5. RECORDS**

For a period of one year after completion of the Services 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 this Agreement.

### **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 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. 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 this Agreement 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 this Agreement 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.

### **ARTICLE 9. TERMINATION**

9.1. Client's Right to Terminate. Client may terminate this Agreement in whole or in part, 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 this Agreement in whole or in part, 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, 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

## STANDARD TECHNICAL SERVICES AGREEMENT

(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 or the performance of the Services or supply of Goods under this Agreement, will in no case exceed the compensation paid to INTERA by Client 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 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 teletype to the other Party at the following addresses or facsimile numbers:

If to INTERA:	INTERA Incorporated Attn: George Westbury, Director of Contracts 9600 Great Hills Trail, Suite 300W Austin, TX 78759 Telephone: 512.425.2000 Email: gwestbury@intera.com
If to Client:	North Texas Groundwater Conservation District Attn: Paul Sigle 5100 Airport Dr. Denison, TX 75020 Telephone: 855.426.4433 Email: p.sigle@northtexasgcd.org; paul@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 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 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 the Services or Goods under this Agreement 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 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 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

**STANDARD TECHNICAL SERVICES AGREEMENT**

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 and any Work Order. 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 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.

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.

**North Texas Groundwater Conservation District**

**INTERA Incorporated**

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

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

Printed Name: Paul Sigle

Printed Name: Neil Deeds

Printed Title: General Manager, North Texas Groundwater Conservation District

Printed Title: Vice President

Project ID: P024.136.GMA08

# STANDARD TECHNICAL SERVICES AGREEMENT

## ATTACHMENT A: SCOPE OF SERVICES

### 1.0 STATEMENT OF SERVICES

#### General Philosophy

The joint planning process provides a roadmap for GCDs to work together to evaluate and define long-term goals for the aquifers within each groundwater management area. To do this effectively, it is critically important that GCDs have access to the best available science to inform these important decisions. INTERA's philosophy for providing joint planning support is to facilitate the process and ensure that the best science is available and presented in a way that is useful to the GCDs tasked with setting desired future conditions. We do not believe it is our role to advocate for any particular outcome or DFC. It is the role of GCDs to balance the competing interests in developing and conserving groundwater in a way that is suitable for each District and consistent with other districts in the GMA. We view it as our responsibility to make sure that the GMA 8 GCDs are equipped to make these decisions in an informed and structured manner.

#### Approach to Planning

Planning is critical to the success of any project. Our initial planning efforts will involve working with GMA 8 to develop a work schedule designed to efficiently complete this round of joint planning. Our Project Manager will conduct periodic reviews of the schedule to ensure that critical path activities are receiving the necessary management, attention, and resources and that responsible technical or task leads are accountable for progress on the work they are managing. Our Project Manager will also review progress with the GMA 8 districts at each GMA meeting.

#### Approach to Nine Factors in Texas Water Code Section 36.108(d)

Below is a discussion of our approach to addressing the nine factors listed in TWC Section 36.108(d) that GCDs are required to consider when developing desired future conditions. During the last round of joint planning, GMA 8 evaluated each of these factors. These evaluations are documented in the associated Explanatory Report. We will still evaluate each of the factors individually during this round of joint planning. However, to save both time and expense to the districts in GMA 8, we will review and where appropriate use content from this previous work completed for GMA 8.

##### *Factor 1: Aquifer Uses and Conditions with GMA 8*

We will gather information on uses and conditions across the aquifers in GMA 8. This includes collecting well and other records from each of the GCDs in GMA 8 as well as the TWDB Groundwater and Submitted Drillers Reports databases and water use reports. This information can be used to assess the distribution of uses of groundwater throughout GMA 8 (e.g., agricultural, public supply, industrial, etc.) and whether these uses or conditions differ substantially by geographic area. For example, areas with higher and lower well yields can be identified along with areas with uses that differ substantially from other portions of the GMA. This task will result in a series of maps of well yields and use types, both for GMA 8 as a whole and for each county within the GMA.

##### *Factor 2: Water Supply Needs and Water Management Strategies in the State Water Plan*

INTERA will compile and review information on water demand projections included in the 2022 State Water Plan and water demand projections that have been prepared for the 2027 State Water Plan. We will also compile, review and synthesize water supply needs and water management strategies included in the 2022 State Water Plan. The emphasis of the water management strategy review will be on strategies that directly relate to groundwater resources that could be impacted by the proposed DFCs.

##### *Factor 3: Hydrological Conditions*

A basic understanding of the hydrological and hydrogeological conditions in an area is necessary to evaluate the capacity of an aquifer to support pumping and the likely impacts of that pumping. Conditions including proximity to surface water features such as rivers, reservoirs, and springs, the presence or absence of confining units, and the suitability of the surface sediments to accepting recharge from precipitation can all strongly influence the availability of groundwater. For this task, we will use the updated NTGAM model and other relevant studies to estimate the hydrological and hydrogeological conditions for each county in GMA 8 including average annual recharge, inflows and discharge. We will also review and evaluate the total estimated recoverable storage for the aquifers in GMA 8 as provided by TWDB. Using this information, we will identify areas in GMA 8 where hydrological conditions differ substantively from other areas and describe the implications of these differences for aquifer management.

##### *Factor 4: Environmental Impacts*

Though groundwater and surface water are regulated separately in Texas, they are interconnected as part of the larger hydrologic system. Groundwater commonly provides baseflow to perennial streams and rivers while large reservoirs can change the groundwater conditions in adjacent aquifers. Groundwater pumping can alter this relationship and lead to environmental impacts such as reduced flow from springs, reduced outflow to streams and rivers, and potentially induced flow into the aquifer from surface reservoirs. These dynamic relationships are one of the key reasons to model groundwater systems as these interactions are very difficult to quantify using simpler methods. To accomplish this task, INTERA will use the groundwater availability model results of the scenario(s) identified for evaluation by GMA 8 to assess the expected environmental impacts.

##### *Factor 5: Impact on Subsidence (limited in GMA 8)*

Land surface subsidence is an impact to an area in which the elevation of the land surface permanently declines as unconsolidated clay sediments underground compress after the pressure in the geologic formation is reduced, commonly by groundwater production. Subsidence has not historically been a significant issue in GMA 8 despite significant historical pumping. For this task, INTERA will compile and summarize information relevant to the potential for land surface subsidence in GMA 8.

## STANDARD TECHNICAL SERVICES AGREEMENT

### *Factor 6: Socioeconomic Impacts Reasonably Expected to Occur*

An important consideration when developing a DFC is its potential social and economic impacts on communities in the area. DFCs must balance the competing interests to use the groundwater to support local communities and the economy and conserve the groundwater for future use, to minimize subsidence, and to maintain springflows and baseflows to rivers and streams.

Our approach to performing the socioeconomic analysis will start by comparing the groundwater availability under proposed DFCs to the projected future demand for water in GMA 8. Groundwater availability under various proposed pumping scenarios, along with estimates of availability of surface water and other sources in the state water plan will be compared to the projected water demand by county and by user group as projected by TWDB. The socioeconomic impacts of a difference between supply and demand for each potential DFC will be evaluated, described and quantified where possible. We will also review and make use of socioeconomic impacts evaluated as part of the regional water planning process, where appropriate. Conceptually, stringent pumping restrictions can lead to near-term socioeconomic impacts related to unmet demand (e.g., reduced agricultural productivity) while less restrictive access to groundwater can result in over-pumping and lead to longer-term issues.

### *Factor 7: Impacts on the Interests and Rights in Private Property*

With the passage of S.B. 332 in 2011 by the 82nd Texas Legislature, groundwater is now clearly recognized as the real property of the landowner. As described in TWC Section 36.002, the landowner has the right to drill for and produce groundwater but is subject to regulation by a GCD including well spacing requirements and potentially production limitations. The ownership of the groundwater, therefore, does not entitle the landowner to the right to produce a specific amount of groundwater (TWC 36.002(b)(1)). GCDs must consider the potential impacts of DFCs on private property rights but must also recognize that in many cases the impacts to individuals, if any, will be more strongly driven by the implementation of GCD rules to achieve the DFCs than the DFCs themselves. For this task, INTERA will evaluate each potential DFC relative to two metrics: 1) the expected modeled available groundwater and how that compares to expected demands for groundwater, and 2) the distribution of impacts to existing wells in the GMA. For areas with significant impacts, we will solicit input from the affected GCDs to determine and document the relevance of the potential impact given the district's rules and management philosophy.

### *Factor 8: Feasibility of Achieving the DFC(s)*

GCDs must consider the feasibility of achieving any proposed DFCs. Feasibility can take many forms, but includes whether a DFC is physically possible, whether it is within the regulatory authority of the districts to implement rules and policies to achieve it, and potential practical barriers to achieving the DFCs. The physical possibility of a DFC is typically assessed using the NTGAM by determining if all DFCs for all areas and aquifers can be achieved concurrently. We will also evaluate estimates of production from the aquifer exempt from permitting by GCDs and identify potential barriers to implementing DFCs in certain areas and/or aquifers such as a lack of relevant monitoring wells. For any issues identified, we will propose potential remedies and solicit feedback from affected GCDs.

### *Factor 9: Other Information Relevant to Proposed DFC(s)*

Chapter 36 of the Texas Water Code stipulates that GCDs must consider "any other information relevant to specific desired future conditions" not addressed in the factors described above. The approach for this type of evaluation is inherently uncertain. However, we will identify and evaluate any other relevant information for consideration by GMA 8 and work closely with the districts to define the analyses necessary to address any issues. Such issues could include management of droughts, distribution of brackish groundwater, water budgets, and uncertainty in model predictions. As with several of the tasks above, this may require consultation and input from affected GCDs, depending on the nature of the additional analyses.

### Approach to Modeling

We will work with the GMA 8 districts to determine which model run or runs will be needed to evaluate potential DFCs. For all model runs completed, we will document the methods and results and present the key findings at a GMA meeting. We will also deliver model files for these runs. Given our experience with the GAM and running DFC simulations for GMAs across Texas, we have the tools to efficiently perform many different types of groundwater availability scenarios. Examples of these include: specified pumping by county by year, specified volume remaining after 50 years, specified drawdown per year, and specified percent removed per year. During the initial GMA 8 meetings on this project, we will work with the member districts to identify the types of model runs needed (whether they are consistent with runs performed previously or not) and the information that best helps inform the balance between the highest practicable level of groundwater production and the conservation and preservation of the aquifers. For budgeting purposes, we have assumed that GMA 8 will evaluate three DFC scenarios.

### Documentation and the Explanatory Report

Each of the factors and any modeling results described above will be documented in technical memoranda and presented at GMA 8 meetings. These reports and presentations will become part of the record for this round of joint planning along with all meeting agendas and meeting minutes, which INTERA will assist with at the direction of the GMA. Following the public comment period, INTERA will gather the information described in each of the tasks above into an Explanatory Report that documents the consideration of the nine factors, the balancing test, and the policy and technical justifications for the DFCs. The Explanatory Report will also document other DFCs considered. To ensure that the balancing test and policy and technical justifications and responses to any alternative DFCs proposed accurately reflect the policy positions of each GCD, we will work closely with the member districts and their designated representatives if preferred (e.g. attorneys) throughout this process.

## STANDARD TECHNICAL SERVICES AGREEMENT

### Document Relevant Comments and Proposed Revisions

Once DFCs are formally proposed for adoption, member districts must hold public hearings and consider public input and potential revisions to the proposed DFCs. For this task, INTERA will be available to advise and assist the member GCDs with organizing and holding the public hearings, where requested. We will also develop an Explanatory Report summarizing the relevant comments, proposed revisions and the basis for the proposed revisions.

### Desired Future Conditions Petitions

On occasion the DFCs adopted by a GMA are challenged through a petition process. At this stage it is uncertain whether such a petition or petitions will occur and what type of assistance from INTERA could be needed. For budgeting purposes, we considered any involvement by INTERA in a petition of GMA 8 DFCs as outside the scope of this agreement. If/when it becomes necessary, a separate scope and cost estimate will be defined with the appropriate entity.

### **2.0 DELIVERABLES AND SCHEDULE**

The key deliverables for this project include 1) all presentations given to GMA 8, 2) model files and associated documentation for model runs completed during this project including evaluation of potential DFCs and the balancing test, and 3) the explanatory report that documents the DFCs, their policy and technical justifications, and consideration of the nine factors described above.

### **3.0 DESIGNATED REPRESENTATIVES**

**North Texas Groundwater Conservation District**

**Printed Name: Paul Sigle**

**Phone: 903-786-4433**

**Email: p.sigle@northtexasgcd.org; paul@gtua.org**

**INTERA Incorporated**

**Printed Name: Neil Deeds**

**Phone: 512-506-1230**

**Email: ndeeds@intera.com**



# MASTER TECHNICAL SERVICES AGREEMENT

## ATTACHMENT B: COMPENSATION

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: \$200,000. Inclusive of any applicable taxes? YES  NO**

### TIME AND MATERIALS:

1. If on a Time and Materials Basis, INTERA's hourly labor rates are provided in the Table below. All rates are in U.S. dollars
2. For Services with an estimated duration greater than twelve (12) months, the below rates are subject to annual adjustment using the change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics, for the preceding twelve (12) month period. INTERA will provide written notice of the increase annually.
3. 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.

**INTERA Labor Hourly Billing Rates**

<b>Labor Category</b>	<b>Rate (\$USD/hr.)</b>
Principal Engineer/Scientist I	\$294
Principal Engineer/Scientist II	\$263
Principal Engineer/Scientist III	\$247
Senior Engineer/Scientist I	\$231
Senior Engineer/Scientist II	\$210
Senior Engineer/Scientist III	\$198
Senior Engineer/Scientist IV	\$187
Engineer/Scientist I	\$177
Engineer/Scientist II	\$166
Engineer/Scientist III	\$144
Engineer/Scientist IV	\$134
Engineer/Scientist Intern	\$89
Senior Technician	\$147
Technician	\$89
Senior Technical Editor	\$147
Technical Editor	\$100
Senior CAD/Graphics Specialist	\$126
CAD/Graphics Specialist	\$100
Project Associate	\$92
Project Analyst	\$100

ATTACHMENT 10

CHIEF OF POLICE

COMMUNICATIONS SECTION

1000 WEST 10TH AVENUE

DEPARTMENT OF PUBLIC SAFETY

1000 WEST 10TH AVENUE

DENVER, COLORADO 80202

TELEPHONE 333-3333

ATTACHMENT 12 b.

MEMORANDUM FOR THE CHIEF OF POLICE

FROM: SAC, DENVER (157-1000)

SUBJECT: [REDACTED]

2

157-1000 (157-1000)

# NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT

## Well Registration Summary

(as of 11/30/2024)

Well Type	Collin	Cooke	Denton	Total NTGCD	New Registrations November 2024
Domestic	99	784	1192	2075	7
Public Water System	41	76	250	368	5
Irrigation	109	8	237	354	1
Surface Impoundment	67	22	151	241	3
Livestock	7	98	76	181	1
Oil / Gas	1	5	64	70	0
Agriculture	11	18	55	84	0
Commercial	7	9	56	72	0
Golf Course Irrigation	14	2	21	37	0
Industrial / Manufacturing	12	11	10	33	0
*Other	6	5	8	19	0
Monitoring	0	1	6	7	0
<b>TOTALS</b>	<b>374</b>	<b>1039</b>	<b>2126</b>	<b>3541</b>	<b>17</b>

**NOTE: Plugged wells have been excluded**

**\*Examples of "Other" uses: Closed Loop Geothermal, Construction, and Fire Suppression**

ADJOURN