

GROUNDWATER MANAGEMENT AREA 8

JOINT PLANNING MEETING

**Prairielands Groundwater Conservation District Office
208 Kimberly Dr.
Cleburne, Texas 76031**

**THURSDAY
October 31, 2024
10:00 AM**

**NOTICE OF MEETING
GROUNDWATER MANAGEMENT AREA 8**

Notice is hereby given that the groundwater conservation districts located wholly or partially within Groundwater Management Area (GMA) 8, as designated by the Texas Water Development Board (TWDB), consisting of 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 Upper Trinity Groundwater Conservation District will hold a **Joint Planning meeting at 10:00 A.M. on October 31, 2024** at the **Prairielands Groundwater Conservation District Office** located at **208 Kimberly Dr., Cleburne, Texas 76031**. The meeting will be open to the public. The following items of business will be discussed and potentially acted upon:

1. Invocation.
2. Call meeting to order and establish quorum.
3. Welcome and introductions.
4. Public comment.
5. Consider and act upon approval of minutes from the September 5, 2024, GMA 8 meeting.
6. Receive update and possible action for GMA 8 GAM Update Project.
7. Consider and act upon on all matters incident and related to the contract and scope of services with INTERA for consulting services for DFC development and explanatory report including the associated GMA 8 Interlocal Agreement.
8. Discuss plan and schedule for GMA 8 fourth round of DFC joint planning including consideration of nine factors required by Texas Water Code Subsections 36.108(d)(1 – 9) and explanatory report.
9. Discussion and possible action on potential model runs for this DFC planning cycle.
10. Updates from the TWDB
11. Discussion of possible agenda items and dates for next GMA 8 meeting.
12. Closing comments.
13. Adjourn.

Dated this 15th day of October 2024

Mitchell Sodek, Chair
Groundwater Management Area 8

The above agenda schedules represent an estimate of the order for the indicated items and is subject to change at any time. These public meetings are available to all persons regardless of disability. If you

require special assistance to attend the meeting, please call (855) 426-4433 at least 24 hours in advance of the meeting to coordinate any special physical access arrangements.

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

At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the Groundwater Management Area 8 may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

ATTACHMENT 5

**Meeting of the
Groundwater Management Area 8
September 5, 2024**

Minutes

The Groundwater Management Area 8 (GMA 8) district representatives (referred to herein collectively as “the Committee” for easy reference), which consists of representatives from 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 Upper Trinity Groundwater Conservation District, held a **Joint Planning Meeting at 10:00 A.M. on Thursday, September 5, 2024**, at the **Prairielands Groundwater Conservation District Office** located at **208 Kimberly Dr., Cleburne, Texas 76031**.

Groundwater Conservation District Representatives Present:

Central Texas GCD: Mitchell Sodek

Prairielands GCD: Kathy Turner Jones

Clearwater UWCD: Dirk Aaron

Red River GCD: David Gattis

Middle Trinity GCD: Patrick Wagner

North Texas GCD: Greg Peters

Southern Trinity GCD: Scooter Radcliffe

Northern Trinity GCD: Corey Jones

Upper Trinity GCD: Doug Shaw

Post Oak Savannah GCD: Gary Westbrook

Groundwater Conservation District Representatives Absent:

Saratoga UWCD

1. *Invocation*

Dirk Aaron, provided the invocation for the meeting.

2. *Call meeting to order and establish quorum*

Chairman Mitchell Sodek, Central Texas GCD, established that a quorum was present and called the GMA 8 meeting to order at 10:00 a.m.

3. *Welcome and introductions.*

Chairman Mitchell Sodek, Central Texas GCD, welcomed TWDB.

4. *Public Comments.*

No public comment.

5. *Consider and act upon approval of minutes from the May 15, 2024, GMA 8 meeting*

David Gattis, made the motion to approve May 15, 2024, GMA 8 meeting minutes. Doug Shaw seconded the motion. Motion passed unanimously.

6. *Receive update and possible action for GMA 8 GAM Update Project.*

Wade Oliver provided an introduction to the update and introduce John Ellis. John Ellis provided an overview of the current progress of the project. Wade provided an update on the structure update for the aquifers and update on the schedule. The committee held discussion.

7. Consider and act upon selection of a consultant for Professional Services related to Developoment and Adoption of Desired Future Conditions for Aquifers within GMA 8.

Chair Mitchel discussed the selection of consultant for DFCs planning. The committee would rank the respondents and Michell and Paul would negotiate with the selected group. The committee selected Intera. Doug Shaw made the motion to select Intera for the consultant and second by David Gattis. Motion passed unanimously.

8. Consider and act upon appointing a representative to Region F Regional Water Planning Group.

Mitchel discussed appointing a representative to Region F Regional Water Planning. Dirk Aaron motion for Patrick Wagner as the member and Doug Shaw as the alternate for Region F. Second by Scooter Radcliffe. Motion passed unanimously.

9. Updates from the TWDB.

Jean Perez provided an update on TWDB. The committee held discussion.

10. Discussion of possible agenda items and dates for next GMA 8 meeting.

The committee discussed the next meeting.

11. Closing comments.

Dirk Aaron thanks the group and submitted SOQs for the upcoming planning.

12. Adjourn

Chairman Mitchell Sodek, Central Texas GCD, declared the meeting adjourned at 11:05 a.m.

The GMA 8 Committee unanimously approved the minutes on this _____ day of _____, 2024

Recording Secretary

Chairman

ATTACHMENT 6

GMA 8 GCD	GCD Share	Previously Billed	Corrections for Oct & Nov	January - March 2024	Total Billed	Remaining
Central Texas	\$64,512.50	\$40,935.42	\$3,002.24	\$12,392.06	\$56,329.72	\$8,182.78
Clearwater	\$64,512.50	\$40,935.42	\$3,002.24	\$12,392.06	\$56,329.72	\$8,182.78
Middle Trinity	\$64,512.50	\$40,935.42	\$3,002.24	\$12,392.06	\$56,329.72	\$8,182.78
North Texas	\$64,512.50	\$40,935.42	\$3,002.24	\$12,392.06	\$56,329.72	\$8,182.78
Northern Trinity	\$64,512.50	\$40,935.42	\$3,002.24	\$12,392.06	\$56,329.72	\$8,182.78
Post Oak Savannah	\$40,000.00	\$20,000.00	\$0.00	\$20,000.00	\$40,000.00	\$0.00
Prairielands	\$64,512.50	\$40,935.42	\$3,002.24	\$12,392.06	\$56,329.72	\$8,182.78
Red River	\$64,512.50	\$40,935.42	\$3,002.24	\$12,392.06	\$56,329.72	\$8,182.78
Southern Trinity	\$20,000.00	\$10,000.00	\$0.00	\$10,000.00	\$20,000.00	\$0.00
Upper Trinity	\$64,512.50	\$40,935.42	\$3,002.24	\$12,392.06	\$56,329.72	\$8,182.78
Saratoga	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$0.00
Total	\$591,100.00		\$24,017.92	\$144,136.50	\$525,637.75	\$65,462.25

ATTACHMENT 7

**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 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 telecopy 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: _____

Printed Name: Paul Sigle

Printed Title: General Manager, North Texas Groundwater Conservation District

By: _____

Printed Name: Neil Deeds

Printed Title: Vice President

Project ID: P024.136.GMA08

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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.

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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.

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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

Labor Category	Rate (\$USD/hr.)
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
	\$200,003

ADJOURN