



Board Meeting  
&  
Workshop

Clearwater Underground Water Conservation District  
700 Kennedy Court  
Belton, Texas

Wednesday  
October 13, 2021  
1:30 p.m.

**Clearwater Underground Water Conservation District  
Board Members**

**Leland Gersbach, Director Pct. 1**

**President**

7872 Hackberry  
Holland, TX 76534  
Phone: 254-657-2679  
E-mail: [lgersbach@cuwcd.org](mailto:lgersbach@cuwcd.org)

Work: Brockway, Gersbach, Franklin  
& Niemeier P.C.

3520 SW H.K. Dodgen Loop  
Temple, TX 76504  
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**Gary Young, Director Pct. 2**

**Secretary**

1314 Creek View  
Salado, TX 76571  
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**Jody Williams, Director Pct. 3**

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**Scott Brooks, Director Pct. 4**

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Florence, TX 76527  
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**David Cole, Director At-Large**

**Vice President**

2401 Brown Circle  
Killeen, TX 76543-2930  
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E-mail: [dcole@cuwcd.org](mailto:dcole@cuwcd.org)

*Revised Dec. 26, 2018*

# Agenda

**NOTICE OF THE MEETING OF THE  
CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT  
October 13, 2021**

Notice is hereby given that the above-named Board will hold a Workshop and Board meeting on Wednesday, October 13, 2021 beginning at 1:30 p.m., in the Clearwater UWCD Board Room located at 700 Kennedy Court, Belton, Texas. The following items of business will be discussed<sup>1</sup>.

**Workshop:**

1. Receive information on ESA-RFP.
2. Receive information related to redistricting in Bell County.
3. Receive information related to ARPA funds.
4. Receive information related to the 2021 Bell County Water Symposium.
5. Receive information related to Groundwater Management Area 8, per the Joint Planning and Development of the Round 3 Desired Future Conditions.

**Board Meeting:**

1. Invocation and Pledge of Allegiance.
2. Public comment<sup>2</sup>.
3. Approve minutes of September 8, 2021 Board meeting.
4. Discuss, consider, and take appropriate action if necessary, to accept the monthly financial report for September 2021 (FY21) as presented.
5. Discuss, consider, and take appropriate action if necessary, to accept the monthly investment fund account report for September 2021 (FY21) as presented.
6. Discuss, consider, and take appropriate action if necessary, to accept the Quarterly Deferred Compensation Employee Retirement Program account report as presented.
7. Discuss, consider, and take appropriate action if necessary, to approve the FY21 line-item budget amendments as requested.
8. Discuss, consider, and take appropriate action if necessary, to approve the FY22 line-item budget amendments as requested.
9. Hold public hearing on the following well application:
  - a) Discuss, consider, and take appropriate action if necessary, on the request for an amendment to an existing operating permit of 73.2 ac-ft/yr. to authorize an additional production of 205.8 ac-ft/yr. of groundwater not to exceed 279 ac-ft/yr. for Trinity Oasis LLC dba JH Dozer & Materials. The existing well (N2-13-002P) is completed in the Hosston Layer (lower layer) of the Trinity aquifer to produce groundwater for beneficial industrial use for mining and crushing aggregates.
10. Discuss, consider, and take appropriate action if necessary, to initiate an Interlocal Agreement with Bell County Commissioners Court for continued efforts by CUWCD to evaluate rural area proposed plats and groundwater availability studies as needed.
11. Discuss, consider, and take appropriate action if necessary, to initiate an Interlocal Agreement to develop a Regional Habitat Conservation Plan (RHCP) in Bell County.
12. General Manager's report concerning office management and staffing related to District Management Plan<sup>3</sup>.
13. Receive monthly staff report and possible consideration and Board action on the following<sup>1</sup>:
  - a. Drought Status reports
  - b. Education Outreach update
  - c. Monitoring Well reports
  - d. Rainfall report
  - e. Well Registration update
  - f. Aquifer Status and Non-exempt Monthly Well Production reports
14. Director comments and reports<sup>1</sup>.
15. Discuss agenda items for next meeting.
16. Set time and place for next meeting.
17. Adjourn.

Dated the 8<sup>th</sup> day of October, 2021.

Leland Gersbach, Board President

By: Dirk Aaron  
Dirk Aaron, Asst. Secretary

Agenda items may be considered, deliberated and/or acted upon in a different order than set forth above.

The Clearwater Underground Water Conservation District is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the District office at 254-933-0120 at least 24 hours in advance if accommodation is needed.

<sup>1</sup>During the meeting, the Board reserves the right to go into executive session for any of the purposes authorized under Chapter 551 of the Texas Government Code, for any item on the above agenda or as otherwise authorized by law.

<sup>2</sup>Citizens who desire to address the Board on any matter may sign up to do so prior to this meeting. Public comments will be received during this portion of the meeting. Please limit comments to 3 minutes. No discussion or final action will be taken by the Board except as authorized by section 551.042 of the Government Code.

<sup>3</sup>No formal action will be taken by the Board on these agenda items. These items are on the agenda to provide the District's staff, Public Task Force Committees, and Directors with an opportunity to bring to the public's and each other's attention important activities and issues pertinent to the management of groundwater within the District, including, but not limited to, current events in the District involving groundwater, wells, or District permittees, state or regional developments related to water management, and activities of the staff, Public Advisory Committee, and Directors. Substantive deliberation and formal action on any of these issues will be conducted pursuant to a specific item on a future agenda.

FILED FOR RECORD  
2021 OCT - 8 A 10:15  
CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT

**NOTICE OF PERMIT HEARING OF THE  
CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT**

Notice is hereby given that the Board of Directors for the Clearwater Underground Water Conservation District will conduct a hearing on the Application for Permit as described below at 1:30 p.m. on Wednesday, October 13, 2021 in the Clearwater UWCD Board Room located at 700 Kennedy Court, Belton, Texas, in compliance with the Texas Open Meetings Act.

The hearing will be conducted on the following application:

Applicant's File Number/Name	Permit Applicant/Holder and Landowner	Location of Well/Wells	Proposed Annual Groundwater Withdrawal Amount & Purpose of Use
<p><b>Operating Permit Hearing related to:</b></p> <p>N2-13-002P Existing Well</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">FILED FOR RECORD 2021 OCT -1 A 10-13 SMELLEY-COSTON CO. CLERK, BELTON, TX</p>	<p>Trinity Oasis LLC DbA JH Dozer &amp; Materials c/o Hector Hernandez 12495 Reeds Lake Loop, Temple TX 76501,  (245)721-8799</p>	<p>Existing well #N2-13-002P is completed to 2,845 feet below land surface, screened in the Hosston Layer of the Trinity Aquifer at approximately 2170-2829 feet below land surface. The well is equipped with a maximum 8-inch column pipe for a submersible pump rated at 1100 gallons per minute on the 120-acre tract located at 12495 Reeds Lake Road, Temple TX 76501</p> <p>Latitude 30.961168°, Longitude -97.30909°</p>	<p>Request for an Operating Permit amendment on an existing well,  <b>N2-13-002P</b> for an amendment to an existing operating permit of 73.2 ac-ft/yr to authorize an additional production of 205.8 ac-ft/yr of groundwater thus the proposed permit is not to exceed 279 ac-ft/yr (90,915,549 gallons). The existing well is completed in the Hosston Layer (Lower Layer) of the Trinity aquifer to produce groundwater for beneficial industrial use for mining and crushing aggregates.</p>

The Applications for Permit and Permit Amendments, if granted, would authorize the permit holders to operate wells within the Clearwater Underground Water Conservation District according to the terms and conditions set forth in the permit. A person wishing to submit a Contested Case Hearing Request who is unable to appear at the hearing on the date and time set forth above must also file a motion for continuance with CUWCD demonstrating good cause for the inability to not appear.


For additional information about this application or the permitting process, or to request information on the legal requirements on what MUST be included for a Contested Case Hearing Request to be valid, please contact CUWCD at 700 Kennedy Court (PO Box 1989) Belton, Texas, 76513, 254-933-0120.

ISSUED this 1<sup>st</sup> day of **October 2021** in Belton, Texas, on the recommendation of the General Manager.

I, the undersigned authority, do hereby certify that the above NOTICE OF PERMIT HEARING of the Board of Directors of the Clearwater Underground Water Conservation District is a true and correct copy of said Notice. I have posted a true and correct copy of said Notice at the District office located in Belton, Texas, and said Notice was posted on **October 1, 2021**, and remained posted continuously for at least 10 (ten) days immediately preceding the day of said hearing; a true and correct copy of said Notice was furnished to the Bell County Clerk, in which the above-named political subdivision is located.

Dated **10/01/2021**

Clearwater Underground Water Conservation District

By:   
Dirk Aaron, General Manager



Workshop Item #1

Agenda Item #11  
RHCP/Karst Coalition

**Board Meeting  
Month Day, Year**

**Workshop Item #1 & Agenda Item #11  
RHCP with Karst Coalition**

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**Workshop Item #1:** Receive information on ESA-RFP

**Agenda Item #11:** Discuss, consider and take appropriate action if necessary, to initiate an Interlocal Agreement to develop a Regional Habitat Conservation Plan (RHCP) in Bell County.

**Narrative:** Clearwater UWCD has prepared the first draft/framework for the ILA attached but the final version has been amended per Judge Blackburn. See below his thoughts to all potential Karst Coalition members.

*Per Honorable Judge Blackburn:*

*All,*

*Please find attached a draft of an Interlocal Agreement for the development of a Regional Habitat Conservation Plan, beginning with a planning grant application. Thanks to Clearwater for working with their legal counsel and getting us a draft to work from.*

*Here's my thoughts on this:*

- *It's a draft. If you have some suggestions, please feel free to submit them. But, given the group's desire to meet this year's timeline for the grant application, we'll need comments and suggested revisions pretty quick ... like by the end of this week. (I will talk more about timeline below.)*
- *I view this ILA as really an ILA for funding our local match for the grant application to develop the HCP. The decision to participate in the HCP, and what that means financially (and otherwise) comes after we have engaged the consulting firm and we have a draft HCP to review (which is what this grant application funds...the development of an HCP).*
- *While the local cost share for the grant application is 25%, we won't know what that means to each of us until :1) we know the dollar amount of the grant application; 2) what in-kind contributions we can identify toward the local match and 3) how many of us are going to participate in the grant application. Until all those variables are finalized, the ILA makes the assumption that the local match will be all cash and that all 13 entities are going to participate and that our grant application will be for the maximum amount ... \$1,000,000 (and that we will be awarded the maximum amount). Assuming all those things, that would put each entities contribution (if all shared equally) at \$19,230.*
- *All of the above said, I think we'll be able to get substantial in-kind services counted and significantly reduce that cost. I can't promise that, but I think that is achievable. But anyone who signs on at this moment, should be prepared to commit the \$19,230.*

*Timeline. Because the group consensus at our last meeting was to pursue the next round of grants, our timeline is very tight. As you are aware, the RFP has been released. (attached for your ease of reference). The timeline is below.*

**A. TIMELINE:** The following is a tentative timeline through contract award:

RFP release date:	October 1, 2021
Deadline for questions and clarifications:	October 19, 2021 @ 2:00 p.m.
Proposal submissions are due:	November 9, 2021 @ 2:00 p.m.
Evaluation committee selects contractor:	November 18, 2021
Negotiations begin with selected contractor:	November 22, 2021
County awards contract in Commissioners Court:	December 13, 2021

*As you will note, this timeline requires the evaluation committee to select the contractor by Nov 18 and begin negotiations on Nov 22, with the Bell County Commissioners Court awarding the contract on Dec 13. In order for me to make the Dec 13 Court agenda, I need to have a recommended negotiated contract no later than Dec 3.*

*This means that the Evaluation Committee (which would be comprised of a representative from each of the signatories to the ILA) will need to do their work between Nov 10 and Dec 3...which means we need to have the participating entities commitments by Nov 10...as I would anticipate the Evaluation Committee's first meeting to be sometime the week of Nov 15 and we'll need to know who that group is going to be.*

*A lot to digest. But it is what it is if we are to make the grant timeline for the next funding cycle.*

*Finally, if I have left an entity off this email, I apologize. I tried to identify the ones that I thought had expressed a desire to participate. If you are aware of someone that needs to be included that I have overlooked, please feel free to forward this email and attachments as you see fit.*

*So, we need final comments/suggestions on the attached draft ILA by the end of this week. Beginning next week, everyone (that is going to participate in the grant application) needs to be circulating /taking the ILA to respective entities and we'll need authorizations from your respective boards/commissions/councils (as you deem necessary) no later than Dec 3.*

*Thanks, and happy to try and address any questions anyone might have.  
Appreciate the work by many on this.  
db*

**Staff Recommendation:**

- Review the attached series of documents and direct the General Manager for path forward to sign.
- Allow the General Manager to represent the District on the Evaluation/Selection Committee of the respondents to the RFP as stated in the above timeline. Committee starts meeting on November 9<sup>th</sup> – November 18<sup>th</sup> according to the above timeline.



**Draft ILA  
Karst Coalition**

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**INTERLOCAL AGREEMENT TO DEVELOP A REGIONAL HABITAT  
CONSERVATION PLAN IN BELL AND CORYELL COUNTIES**

This Interlocal Agreement (“Agreement”) is made and agreed to by and among Bell County, Coryell County, Clearwater Underground Water Conservation District (“Clearwater UWCD”), Middle Trinity Groundwater Conservation District (“Middle Trinity GCD”), City of Gatesville, City of Copperas Cove, City of Killeen, City of Harker Heights, City of Belton, City of Temple, the Village of Salado, and the Brazos River Authority (collectively, the “Parties” and, individually, a “Party”), for the purpose of creating the Karst Coalition to develop a regional habitat conservation plan (“RHCP”) in Bell and Coryell Counties (the “Planning Area”).

**RECITALS**

**WHEREAS**, Bell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

**WHEREAS**, Coryell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

**WHEREAS**, Clearwater UWCD is a groundwater conservation district and a body politic and corporate, created pursuant to Article XVI, Section 59 of the Constitution of Texas; operating pursuant to Chapter 8877 of the Texas Special District Local Laws Code, Chapter 36 of the Texas Water Code, and the applicable general laws of the State of Texas; and confirmed by the voters of Bell County in August 1999;

**WHEREAS**, Middle Trinity GCD is a groundwater conservation district and a body politic and corporate, created pursuant to Article XVI, Section 59 of the Constitution of Texas; operating pursuant to Chapter 8862 of the Texas Special District Local Laws Code, Chapter 36 of the Texas Water Code, and the applicable general laws of the State of Texas; and confirmed by the voters of Comanche and Erath Counties in May 2002, and later by the voters of Bosque County in May 2009, and the voters of Coryell County in November 2009;

**WHEREAS**, the City of Gatesville is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

**WHEREAS**, the City of Copperas Cove is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

**WHEREAS**, the City of Killeen, is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

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**WHEREAS**, the City of Harker Heights, is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

**WHEREAS**, the City of Belton is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

**WHEREAS**, the City of Temple is a home-rule city created and operating pursuant to Article XI, Section 5 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

**WHEREAS**, the Village of Salado is a Type A general-law municipality created and operating pursuant to Article XI, Section 4 of the Constitution of Texas; Title 3 of the Texas Local Government Code; and the applicable general laws of the State of Texas;

**WHEREAS**, the Brazos River Authority is a conservation and reclamation district, a river authority, and a body politic and corporate created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas; and the applicable general laws of the State of Texas;

**WHEREAS**, the Parties, each being a political subdivision, and either a county, special district, or municipality of the State of Texas, desire to enter this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code, and form the Karst Coalition;

**WHEREAS**, the purpose of this Agreement is to facilitate regional joint management, cooperation, and funding among and between the Parties and other stakeholders in and around the Planning Area in the development of an RHCP;

**WHEREAS**, the collective funding of an RHCP is intended to stimulate, encourage, and support development and conservation in and around the Planning Area, while supporting the Parties' potential future application for an incidental take permit under Section 10(a) of the Endangered Species Act ("ESA") in the event such a permit is required and desired;

**WHEREAS**, the Parties intend to request and receive a grant from the United States Fish and Wildlife Service ("FWS") in order to fund certain regional habitat conservation planning efforts, while providing a local match of no less than 25 percent of the funds awarded by FWS;

**WHEREAS**, the Parties will coordinate and manage the execution of the consultant services contract for the development of the RHCP, with Bell County, by agreement, taking the public lead, and each Party's designated representative having an equal vote on substantive decisions as described below; and

**WHEREAS**, the governing bodies of the Parties have each respectively determined for themselves that they have the authority to carry out the purposes and perform the tasks required of developing an RHCP, and accordingly have each approved and authorized the execution and performance of this Agreement;

**NOW THEREFORE**, in consideration of the promises and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I.  
AUTHORIZATION AND PURPOSE**

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**1.1 Authority and Purpose.**

- (a) This Agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, and other applicable law, including Texas Parks and Wildlife Code Chapter 83.
- (b) The purpose of this Agreement is to set out the terms governing and the rights and duties respecting the Parties' coordination, development, administration, implementation, and funding of an RHCP.

**ARTICLE II.  
CREATION OF COORDINATING COMMITTEE**

**2.1 Creation and Purpose.**

- (a) The Coordinating Committee is hereby created as of the Effective Date pursuant to Section 791.013 of the Texas Government Code, as an instrumentality of the Parties.
- (b) The Parties are authorized by state law to develop and implement an RHCP, and the Coordinating Committee is created to carry out those essential governmental purposes on.

**2.2 Coordinating Committee Membership.**

- (a) The Coordinating Committee shall consist of one (1) representative appointed by the governing bodies of each of the signatories to this Agreement.
- (b) The appointed members of the Coordinating Committee shall appoint a Chair.
- (c) Members of the Coordinating Committee by virtue of their membership on the Coordinating Committee, do not hold a civil office, an office of profit of trust, or emolument, within the meaning of Article XVI, Section 12, 30, or 40 of the Texas Constitution.
- (d) Members of the Coordinating Committee shall serve until the governing body of a Party appoints a new member. No Party shall be represented by more than one appointed representative at a time.

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**2.3 Coordinating Committee Meetings.**

- (a) The Coordinating Committee shall meet periodically as necessary to fulfill the purpose of this Agreement.
- (b) Coordinating Committee meetings shall be scheduled to occur at a place and time determined in advance by the Coordinating Committee members.
- (c) The Coordinating Committee shall adopt bylaws governing the Coordinating Committee's meetings as prescribed by this Agreement.

**2.5 Notice.**

- (a) Written notice of each meeting of the Coordinating Committee must be delivered to each Coordinating Committee member. The notice must be delivered at least three (3) calendar days before a meeting by electronic mail and facsimile, courier, or hand delivery.
- (b) Coordinating Committee meetings and notice are subject to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

**ARTICLE III.  
DUTIES OF THE COORDINATING COMMITTEE**

**3.1 General Powers.** The Coordinating Committee has all of the powers of the Parties that are necessary and consistent with its duties set forth in this Agreement.

**3.2 Principal Duties.**

- (a) The Coordinating Committee is created and shall operate to carry out the purposes and goals of this Agreement, and particularly the planning, coordinating, development, and implementation of an RHCP in the Planning Area.
- (b) In furtherance of this Agreement and the purposes set forth herein, the Coordinating Committee shall perform the following tasks:
  - (i) Perform the duties of the Evaluation Committee as set forth in the Request for Proposals issued on October 1, 2021 as RFP 18-22, attached as **Exhibit A**, and incorporated for all purposes by reference, which includes selecting a contractor to develop an RHCP (the "Selected Contractor");
  - (ii) Make recommendations to the Parties regarding annual budgets, alternative funding sources, and other actions necessary to develop and implement an RHCP in the Planning Area;
  - (iii) Provide policy oversight regarding the development and implementation of an RHCP in the Planning Area, including coordinating with FWS; and

- (iv) Coordinate among and between Parties and other stakeholders to identify future actions, duties, and roles of the Coordinating Committee, the Parties, and other stakeholders.
- (v) Review this Agreement annually, and recommend amendments to the Parties as necessary.

### **3.3 Administration.**

- (a) Administration services for the Coordinating Committee shall be performed by the Administrator, who shall be designated by Bell County.
- (b) The Administrator serves as the Chief Administrative Officer to the Coordinating Committee. The Administrator's duties include, but are not limited to, the following:
  - (i) Coordinating activities and meetings of the Coordinating Committee;
  - (ii) Preparing and posting public notices in compliance with this Agreement and Texas Open Meetings Act, Chapter 551 of the Texas Government Code;
  - (iii) Keeping records, and preparing materials as may be needed for purposes of carrying out the scope of this Agreement;
  - (iv) Coordinating with the Selected Contractor as may be necessary throughout the development of an RHCP;
  - (v) Managing, tracking, and reporting on all budgets as described herein at Coordinating Committee meetings;
  - (vi) any and all other duties as may be assigned by the Coordinating Committee.

## **ARTICLE IV. INITIAL BUDGET AND COST-SHARING SCHEDULE**

### **4.1 Initial Budget.**

- (a) This, Section 4.1 of the Agreement shall remain in effect from the Effective Date until the expiration of one (1) calendar year, or until superseded by the adoption of a new or amended budget, whichever occurs first.
- (b) Parties intend to request a grant from FWS in an amount not to exceed one million dollars and no/100 (\$1,000,000.00), and duly recognize that a FWS requires a local match of twenty-five percent under FWS grant guidelines, which local match may be cash and/or in-kind services.
- (c) Parties agree to fund the total Initial Budget, which shall not exceed \$250,000, and each Party agrees to share equally in the costs, which may include eligible in-kind services under FWS grant guidelines. The parties may withdraw from this agreement by Voluntary Removal as described under Section 5.9 of this Agreement by providing written notice to



- the Administrator, provided however that such notice is delivered not less than either 30 days prior to the filing of the grant application, or 30 days prior to the grant application deadline, whichever is earlier.
- (d) The Administrator shall maintain copies of this Agreement, and retain copies of all invoices which shall be issued to the Parties each month (“Monthly Invoice”) according to this Agreement.
  - (e) The Monthly Invoice shall list the expenses paid by Bell County on behalf of the Parties and which the Parties shall reimburse Bell County.
  - (f) Parties shall pay Bell County the amount of each Monthly Invoice on a within 30 (thirty) days of receipt.
  - (g) Bell County shall account for its labor and direct expenses associated with administering the development of an RHCP in Bell and Coryell Counties. Bell County will provide for this accounting for purposes of the grant application only as it relates to the allowance of in-kind services as part of the local match requirement.

## ARTICLE V. GENERAL PROVISIONS

- 5.1 **Recitals.** The recitals herein stated are correct, agreed upon, and hereby incorporated by reference and made a part of this Agreement.
- 5.2 **Obligations of the Parties.** Parties agree to be bound by this Agreement, and to work in good faith toward achieving its purpose and the functions described herein.
- 5.3 **Dissolution of the Coordinating Committee.** Any dissolution of the Coordinating Committee shall be effective only upon the expiration of the term of this Agreement or by amendment of this Agreement.
- 5.4 **Termination.** Notwithstanding anything to the contrary within this Agreement, if at any time during the term of this Agreement, any Party defaults in the performance of any of the terms or conditions of this Agreement, the Administrator shall inform the Coordinating Committee of such Default by issuing a written notice to the Coordinating Committee members. The Coordinating Committee, upon receipt of such notice, shall (1) meet and may elect to provide a written notice after which the defaulting Party shall have 30 (thirty) days to cure or (2) remove the breaching Party from the Agreement by amendment.
- 5.5 **Amendment.** The Parties, and their respective designees, may propose an amendment to this Agreement. An amendment to this Agreement is adopted if the governing bodies of each of the Parties adopt the amendment and furnish the Administrator with certified copies of the adopting resolutions.
- 5.6 **Notices.** To be effective, any notice provided under this Agreement must be in writing, and shall be deemed to have been received for all purposes upon the earlier to occur of

hand delivery or three (3) days after the same is mailed by U.S. Postal Service certified or registered mail, return receipt requested, and addressed as follows:

If to Bell County:  
Bell County Judge  
The Honorable David Blackburn  
P.O. Box 768  
Belton, TX 76513

If to City of Gatesville:  
City Manager  
William Parry, III  
110 N 8<sup>th</sup> St.  
Gatesville, TX 76528

If to Coryell County:  
Coryell County Judge  
The Honorable Roger Miller  
800 E. Main St. Ste. A  
Gatesville, TX 76528

If to City of Copperas Cove:  
City Manager  
Ryan D. Haverlah  
P.O. Box 1449  
Copperas Cove, TX 76522

If to Clearwater UWCD:  
General Manager,  
Mr. Dirk Aaron  
P.O. Box 1989  
Belton, TX 76513

If to City of Killeen:  
City Manager  
Kent Cagle  
P.O. Box 1329 Killeen, TX 76540

If to Middle Trinity GCD:  
General Manager  
930 North Wolfe Nursery Road,  
Stephenville, TX 76401

If to City of Harker Heights:  
City Manager  
David Mitchell  
P.O. Box 2518  
Harker Heights, TX 76548

If to City of Belton:  
City Manager  
Sam A. Listi  
P.O. Box 120  
Belton, TX 76513

If to City of Temple:  
City Manager  
Brynn Meyers  
P.O. Box 207  
Temple, TX 76503

If to Brazos River Authority  
General Manager  
David Collinsworth  
P.O. Box 7555  
Waco, TX 76714

If to the Village of Salado:  
Village Administrator  
Donald P. Ferguson  
P.O. Box 219  
Salado, TX 76571

**5.7 Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas, and shall be fully enforceable in Bell County or Coryell County.

**5.8 Formal Matters.** The relationship between the Parties under this Agreement shall be that of independent contractors, and not that of partners, joint ventures, or any other relationship. This Agreement sets out the entire agreement of the Parties in connection with the subject matter addressed herein, and may be modified or amended only in accordance with Section 5.4 of this Agreement.

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- 5.9 Voluntary Removal.** At any time, a Party at its own discretion may deem it is in its own best interest to voluntarily terminate its participation in this Agreement, provided however that such notice is delivered not less than either 30 days prior to the filing of the grant application, or 30 days prior to the grant application deadline, whichever is earlier. Such termination shall be effective 30 (thirty) days after the terminating Party delivers written notice of termination to the other Parties. The Parties shall have no additional liability to one another for termination under this section.
- 5.10 Prior Agreements Superseded.** This Agreement, including the exhibits, constitute the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.
- 5.11 Assignment.** No Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Parties. Any attempt to assign without such approval shall be void.
- 5.12 Construction.** In case any one or more of the provisions contained herein shall be held to be for any reason invalid, illegal, or unenforceable in any respect, the remaining provisions of the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision, or by reason of the status of the respective Parties.
- 5.13 Legal Compliance.** Parties, their officials, employees, designees, and agents shall comply with all applicable federal, state, and local laws and ordinances related to the work and services performed under this Agreement.
- 5.14 Force Majeure.** No Party shall be responsible for delays or lack of performance by such entity or its officials, employees, designees, or agents that result from acts beyond that Party's reasonable control, including acts of God, strikes or other labor disturbances, pandemics or epidemics, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to accommodate the delay.
- 5.15 Multiple Counterparts.** This Agreement may be executed in separate identical counterparts by the Parties and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.
- 5.16 Not Third Party Beneficiary.** The terms and provision of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

**EXECUTED to be effective on the date signed by every Party, the latest of which shall be the Effective Date.**

**DRAFT**

**COUNTY OF BELL**

By: \_\_\_\_\_  
David Blackburn  
County Judge

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

**COUNTY OF CORYELL**

By: \_\_\_\_\_  
Roger Miller  
County Judge

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

**CLEARWATER UNDERGROUND  
WATER CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Dirk Aaron  
General Manager

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

**MIDDLE TRINITY GROUNDWATER  
CONSERVATION DISTRICT**

By: \_\_\_\_\_  
Joe Cooper  
General Manager

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

**CITY OF GATESVILLE**

By: \_\_\_\_\_  
William Parry, III  
City Manager

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

**CITY OF COPPERAS COVE**

By: \_\_\_\_\_  
Ryan D. Haverlah  
City Manager

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

**DRAFT**

**CITY OF KILLEEN**

By: \_\_\_\_\_  
Kent Cagle  
City Manager

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

**CITY OF HARKER HEIGHTS**

By: \_\_\_\_\_  
David Mitchell  
City Manager

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

**CITY OF BELTON**

By: \_\_\_\_\_  
Sam A. Listi  
City Manager

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

**CITY OF TEMPLE**

By: \_\_\_\_\_  
Brynn Meyers  
City Manager

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

**VILLAGE OF SALADO**

By: \_\_\_\_\_  
Donald P. Ferguson  
City Manager

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

**BRAZOS RIVER AUTHORITY**

By: \_\_\_\_\_  
David Collinsworth  
General Manager

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

**EXHIBIT A**

**Request for Proposals 18-2**



**Bell County RFP  
for RHCP Grant**



BELL COUNTY  
AUDITOR OFFICE  
101 E. CENTRAL AVENUE  
BELTON, TEXAS 76513

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## REQUEST FOR PROPOSALS

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### “REGIONAL HABITAT CONSERVATION PLAN”

#### COVERING

BELL AND CORYELL COUNTIES

PROPOSAL NUMBER: RFP 18 - 22

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**  
**2:00 P.M. CST on November 9, 2021**

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#### I.

#### RFP SUBMISSION

- A. **DEADLINE:** Proposals must be received in the Bell County Auditor's Office on or before **2:00 P.M. CST on November 9, 2021**. All Respondents submitting a proposal by the due date and time will have their names read aloud directly following the proposal deadline in the Bell County Judges Conference Room (2<sup>nd</sup> Floor) in the Bell County Courthouse, 101 East Central Avenue, Belton, Texas 76513.
- B. In the case of inclement weather or any other unforeseen event causing the County to close for business or delay opening, proposals will be received and opened the following business day at the designated time and place stated herein. For example, if proposals are due on Wednesday at 2:00 p.m. and the County is closed on Wednesday for bad weather or an unforeseen event, the proposals will be accepted until Thursday, 2:00 p.m.
- C. **METHODS:** Only sealed proposals may be hand delivered or mailed to:
- Bell County Auditor's Office (located on the 3<sup>rd</sup> Floor of Bell County Courthouse)  
Attn: Ammy James  
101 East Central Avenue  
Belton, Texas 76513*
- D. **LOCATION DIRECTIONS:** Please review **Appendix I** for a map and directions to the Bell County Courthouse.

- E. **FAX/EMAIL**: Facsimile and electronic mail submissions are not acceptable.

## II.

### RFP REQUIREMENTS

- A. **SUBMITTAL**: Two (2) electronic copies (via CD or jump drive), one (1) unbound original proposal and four (4) bound copies should be submitted. The proposals should be marked "original" or "copy". Electronic copies should be in MS Word or pdf, unencrypted, and non-password protected format. A "complete proposal" consists of all the required proposal documents with appendices filled out and signed. **All copies must have the same attachments as the original.**

Respondents are responsible for checking the County's electronic procurement solutions website (IonWave Technologies) regularly for any changes to the proposal documents, such as addenda, clarifications and questions located at <https://bellcountytexas.ionwave.net/Login.aspx>. The County can only guarantee the accuracy and completeness of information on IonWave Technologies' website. **If another agency or construction data website references this project, please also refer to IonWave Technologies' website mentioned above to verify completeness of the data.**

- B. **SEALED PROPOSALS**: All proposals must be returned in a sealed envelope addressed to the Commissioners Court of Bell County with the Respondent's name, address, RFP number with RFP name, closing date and time clearly marked on the outside. **If an overnight delivery service is used**, the Respondent's name, address, RFP number with RFP name, closing date and time should be clearly marked on the outside of the delivery service envelope.
- C. **REFERENCES**: Bell County may require Respondent to supply a list of at least three (3) references where like services have been supplied by their company. Include name of firm, address, telephone number and name of representative (**See Appendix G**).
- D. **DEBARMENT CERTIFICATION**: All participants are required to sign a certification or acknowledgement stating that the Respondent is free from suspension or debarment pursuant to federal regulation 45CFR76. (**See Appendix D**) ***This form must be signed and submitted with your Proposal.***
- E. **LEGIBILITY**: Proposals must be legible and of a quality that can be reproduced.
- F. **FORMS**: All proposals will be submitted on the forms provided in this RFP packet. Changes to the RFP packet made by Respondents may disqualify their proposal. Proposals cannot be altered or amended after submission deadline.
- G. **LATE PROPOSAL**: Proposals received after submission deadline will be filed unopened as they are considered void and unacceptable. Bell County is not responsible for lateness of mail, courier service, etc.
- H. **RESPONSIBILITY**: It is expected that a prospective Respondent will be able to affirmatively demonstrate Respondent's responsibility. A prospective Respondent should be able to meet the following requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
  2. be able to comply with the required or proposed delivery schedule;
  3. have a satisfactory record of performance; and
  4. qualified and eligible to receive an award.

Bell County may request representation and other information sufficient to determine Respondent's ability to meet these minimum standards listed above.

- I. **WITHDRAWAL OF PROPOSAL:** A Respondent may withdraw a proposal that has been submitted at any time up to the RFP closing date and time. To accomplish this, a written request signed by an authorized representative of the Respondent shall be submitted to the RFP contacts listed within this proposal. Once the proposals are opened, all proposals shall be valid for a period of ninety (90) days after the RFP closing date.

### III.

## AWARD OF AGREEMENT

- A. **FORTY-FIVE DAYS:** The RFP award(s) are anticipated to be made within forty-five (45) days after the RFP closing date. The Commissioners Court may reject or award an RFP on a per item or service basis. Results may be obtained by contacting the purchasing contact, Ammy James at (254) 933-5112.
- B. **AWARD OR REJECTION:** All proposals may be awarded or rejected in total or in part at the sole discretion of the Commissioners Court. The Commissioners Court may waive any informality or irregularity. Proposals may be awarded or rejected in any combination the Commissioners Court selects as the lowest and best proposal(s) for the County, taking into consideration direct and indirect costs, including transport, maintenance, reliability, life cycle, warranties, and customer service after the sale.
- C. **AGREEMENT:** This Proposal, when properly accepted by Bell County, shall constitute an agreement equally binding between the successful Respondent and Bell County. The successful Respondent may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.
- D. **AGREEMENT ADMINISTRATION:** After the award of the RFP a Project Manager will be designated and shall be the agreement administrator and Owner's Designated Representative (ODR) with designated responsibility to ensure compliance with agreement requirements, such as but not limited to, acceptance, inspection, and delivery. The agreement administrator/ODR will serve as liaison between Bell County Commissioner's Court, Stakeholders, and the successful Respondent.
- E. **AGREEMENT PERIOD(S):** The proposed agreement term shall be from January 1, 2022 through December 31, 2024 and may be extended for such time as necessary to complete the task set forth herein, in additional one-year periods if so agreed to by awarded Respondent and approved by Commissioners Court. If the County or awarded Respondent should decline any renewal period or after the exhaustion of the entire agreement term, the County may request up to an additional sixty (60) days past any agreement term to advertise and award a new RFP for such items or services without any pricing adjustments. A specific agreement term, and extension or renewal terms, will be set out in final awarded contract.
- F. **AGREEMENT PRICE AND TERM RENEWALS:** Pricing shall remain firm during the initial term of the agreement. If the agreement is renewed for additional period(s), additional purchases may be made during the subsequent periods. At the time of agreement renewal, price increases will be considered by the Commissioners Court only because of a cost increase in manufacturing to the Contractor.

Any price increase shall be passed onto the County at par without any additional profit, markup or overhead. Any price increase shall be requested by the awarded Contractor, in writing, and

accompanied with the appropriate documentation to justify the increase, prior to sixty (60) days of any renewal term. If the awarded Contractor fails to give timely notice, prices may not be increased. The aggregate unit price increase shall be limited to ten (10) percent for any agreement period extension. The awarded Contractor may offer price decreases of any type at any time.

If during any term of this agreement, the awarded Contractor should enter into any agreement with another county within Texas for commodities or services with similar scope of work with rates more favorable than those granted to Bell County, the Contractor agrees to modify this agreement to include such more favorable rates. It is recommended that the Contractor provide any rate reduction or discount voluntarily.

**Any request in price change with supporting documentation shall be sent to the following address only:**

**Bell County Auditor's Office  
Attn: Ammy James  
101 East Central Avenue  
Belton, TX 76513**

On the outside of the envelope please write "Price Change Notification RFP 18-22"

#### **IV.**

### **PROPOSAL CONTACTS**

- A. RFP QUESTIONS OR REQUEST FOR CLARIFICATIONS:** Any questions or requests for clarification must be submitted to the Bell County Auditor's Office, in writing, to [ammy.james@bellcounty.texas.gov](mailto:ammy.james@bellcounty.texas.gov) and [tina.adams@bellcounty.texas.gov](mailto:tina.adams@bellcounty.texas.gov) prior to **2:00 P.M. CST on October 19, 2021**. Please indicate "**RFP 18-22 Questions**" in the subject line of your email. There will be no exceptions. All responses to the questions will be sent to all known Respondents who have expressed interest in this proposal. Unauthorized contact regarding this RFP with any Bell County employees or Respondents may result in disqualification. Any oral communications will be considered unofficial and non-binding for this proposal. All Respondents should rely only on written statements only.

#### **PURCHASING CONTACTS:**

Ammy James  
Assistant Auditor/Purchasing  
(254) 933-5746  
[ammy.james@bellcounty.texas.gov](mailto:ammy.james@bellcounty.texas.gov)

Tina Adams  
Purchasing Coordinator  
(254) 933-5746  
[tina.adams@bellcounty.texas.gov](mailto:tina.adams@bellcounty.texas.gov)

- B. RFP PROTEST:** Any Respondent wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format to the named contacts above within ten (10) business days after RFP award. The formal written protest must identify the name of the Respondent contesting the solicitation, the project name and number, and the specific grounds for the protest with all supporting documentation.

## V.

### TERMS AND CONDITIONS

- A. **FOB DESTINATION:** All of the items purchased, or services rendered are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the RFP. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.
- B. **FIRM PRICING:** All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. No price adjustment or penalty shall be charged by the Contractor for variances to the estimated amounts needed.
- C. **ESTIMATED QUANTITIES:** The estimated quantity of each item listed in the proposal form is only an estimate as the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.
- D. **FUNDING:** Funds for payment have been provided through the Bell County budget approved by Commissioners Court for the current fiscal year.
- E. **SALES TAX:** Bell County is by statute, exempt from the State Sales Tax and Federal Excise Tax. The County qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Agreement may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Respondent to take advantage of the County's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the County. Sales Tax Exemption Forms are available upon request from the Bell County Auditor's Office.
- F. **STATEMENTS:** No oral statement of any person shall modify or otherwise change or affect the terms and conditions; plans and/or specifications stated in this RFP packet and/or RFP instructions/requirements.
- G. **PURCHASE ORDER:** If required by the Bell County Auditor's Office a purchase order(s) may be generated to the successful Respondent for items and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.
- H. **PAYMENT:** Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of a correct invoice to the ordering department for work specified by this Agreement. No down payment or advance payment of any kind shall be made. Payment will be made within 30 days of receipt of an accurate invoice, unless discount payment terms are offered, such as 2% 15 net 30 days. All invoices shall be submitted to the County department making the purchase. As a minimum, invoices shall include:
1. Name, address, and telephone number of Respondent and similar information in the event the payment is to be made to a different address,
  2. County agreement, Purchase Order, and/or delivery order number, if applicable,
  3. Identification of items or service as outlined in the agreement,
  4. Quantity or quantities, applicable unit prices, total prices, and total amount,



5. Any additional payment information which may be called for by the agreement, and
6. A current W-9 Form filled out and on file with the Auditor's Office

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Denise Fiebig, (254) 933-5113.

If a discrepancy is found on any invoice, the County will phone your customer service point of contact for correction. Payment of any corrected invoice will be made in thirty (30) days once the corrected invoice has been received unless the Respondent has provided discount payment terms. In no circumstances should any invoice dispute last longer than thirty (30) days.

- I. **CONFLICT OF INTEREST:** No public official shall have interest in an agreement, in accordance with Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006, Respondents are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. ***The Conflict-of-Interest Statement is attached (see Appendix C) to this RFP packet. This form should be completed, signed, and submitted with your Proposal.***
- J. **CERTIFICATE OF INTERESTED PARTIES:** In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016. The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295. ***Information regarding the 1295 Form is attached (see Appendix E) to this bid packet.*** The successful bidder will be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County.
- K. **ETHICS:** The Respondent shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Bell County prior to an award of contact or during the agreement performance dates.
- L. **HOUSE BILL 89 VERIFICATION:** House Bill 89 prohibits governmental entities from contracting with companies who boycott Israel and from investing in companies that boycott Israel. Participants are required to sign form HB 89 Verification Form (***see Appendix F***), if applicable, verifying that they do not boycott Israel nor do they invest in companies that boycott Israel and will not boycott Israel or invest in companies that boycott Israel during the term of the contract.
- M. **SENATE BILL 252:** Governmental agencies may not enter into a governmental contract with a company that does business with Iran, Sudan, or any known terrorist organization. The State Comptroller's Office will publish/maintain a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization. The County is required to verify prior to entering into a contract.

- N. **DOCUMENTATION:** Respondent shall provide with this RFP response, all documentation required by this proposal. Failure to provide this information may make the RFP non-responsive and as a result the RFP may be rejected by the Commissioners Court.
- O. **TERMINATION FOR CAUSE OR DEFAULT:** Bell County reserves the right to enforce the performance of this agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this agreement. Non-Performance of the Respondent in terms of specifications shall be a basis for the termination of the agreement by the County. The County shall not pay for commodities/services which are unsatisfactory. Awarded Respondent may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.
- P. **TERMINATION FOR CONVENIENCE:** Bell County may terminate this agreement and/or any additional agreement containing terms necessary to ensure compliance with the awarded proposal, for convenience and without cause or further liability, upon sixty (60) days written notice to awarded Respondent. In the event Bell County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the awarded Respondent for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Bell County's termination for convenience.
- Q. **DISPUTES:** The parties agree that, in the event of a dispute or alleged breach subject to termination for cause or convenience above, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management, prior to resorting to litigation, other than disputes involving confidentiality or infringement of intellectual property rights (in which case either party shall be free to seek available remedies in any forum). Any disputes arising under this agreement that cannot be successfully resolved by the parties within seven (7) business days may be settled by appropriate legal proceedings. The rights and obligations described herein shall survive completion of and final payment under this agreement. This agreement shall be governed and construed according to the laws of the State of Texas. Venue for purposes of any and all lawsuits, causes of actions, claims or disputes shall be in Bell County, Texas.
- R. **APPLICABLE LAW:** This Agreement is to be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in BELL COUNTY, Texas.

**INDEMNIFICATION:** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RESPONDENT AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY BELL COUNTY, AND HOLD HARMLESS THE BELL COUNTY, REPRESENTATIVES OF THE BELL COUNTY, THE COMMISSIONERS COURT OF BELL COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN BELL COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE RESPONDENT, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE

**LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH BELL COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.**

- S. SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- T. COMPLIANCE WITH LAWS:** The successful Respondent shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this RFP including the TEXAS HAZARD COMMUNICATION ACT.
- U. RESPONDENTS EMPLOYEES/SUBRESPONDENTS:** Bell County shall have the right at any time to request replacement of any of the Respondent's employees. Upon such request, the Respondent shall use all reasonable efforts to promptly replace such employee with a team member having skills and training that are equal to or exceed those of the individual to be replaced. All such replacement personnel shall require prior written approval by Bell County.
- V. NOTICE OF DELAYS:** In the event the Respondent encounters or anticipates difficulty in meeting performance or schedule requirements, or when it anticipates or encounters difficulty in complying with the project requirements, or whenever the Respondent has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this agreement, the Respondent shall promptly notify, Ammy James, Assistant Auditor/Purchasing in writing, giving pertinent details. This provision shall not be construed as a waiver by Bell County of any performance schedule, or any rights or remedies provided by law or under this agreement.
- W. CHANGE CONTROL PROCESS:** The mechanism used to make changes to this agreement shall be finalized by Bell County and the Respondent during final agreement negotiations. The established change control process shall, at a minimum, include the provisions outlined below.
1. Either party may identify a requirement for, or propose a change to, the services described in this agreement, to include all attachments hereto.
  2. Proposed changes submitted by the Respondent must include the identification of any required changes to the schedule, scope, budget/prices, and personnel.
  3. Proposed changes submitted by Bell County shall be evaluated by the Respondent for the purposes of identifying the impact of such changes in terms of schedule, scope, budget/prices, and personnel. This information shall be provided to Bell County within five (5) business days of receipt of the proposed change.
  4. In any event, both parties shall be allotted no more than five (5) business days for the review of a proposed change request submitted by either party and shall indicate in writing that the parties approval/disapproval, or deferment of the proposed change.
- X. COPYRIGHT MATERIALS:** Materials listed in your RFP submission that are copyrighted shall be listed clearly under a copyrighted materials section within your RFP submission (**see Appendix B**) for more information. Bell County is subject to the Texas Public Information Act. Any information submitted to Bell County is presumed to be public information and available to the public, unless noted in Appendix B. If an outside individual or entity requests to review copies of the information marked in Appendix B as confidential, Bell County will request an open records decision from the State of Texas Attorney General's Office asserting appropriate exceptions to disclosure. The respondent shall be responsible for substantiating the confidentiality of the information or materials

requested at its own expense.

- Y. **INDEPENDENT RESPONDENT:** The agreement does not create an employee/employer relationship between the award Respondent and Bell County. It is Bell County's intention that the awarded Respondent will be an independent Respondent and not an employee of Bell County's for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the provisions of the Internal Revenue Code, and all State of Texas revenue, workers' compensation, and unemployment insurance laws. The Respondent will retain sole and absolute discretion over the manner and means of carrying out the activities and all responsibilities listed herein. The Respondent agrees that it is a separate and independent enterprise from Bell County and that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Respondent and Bell County, and Bell County will not be liable for any obligation incurred by the Respondent, including but not limited to unpaid minimum wages and/or overtime premiums.
- Z. **INSURANCE:** The RESPONDENT shall carry insurance in the types and amounts indicated below for the duration of the AGREEMENT:
1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employer's liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:
    - a. Waiver of Subrogation in favor of the Bell County, form WC 420304, and
    - b. A 30-day Notice of Cancellation/Material Change in favor of the Bell County, form WC 420601.
  2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:
    - a. Independent Respondents coverage
    - b. Bell County listed as additional insured
    - c. 30-day Notice of Cancellation in favor of Bell County
    - d. Waiver of Transfer Right of Recovery Against Others in favor of Bell County
  3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the BELL COUNTY:
    - a. Waiver of Subrogation endorsement TE 2046A
    - b. 30-day Notice of Cancellation endorsement TE 0202A
    - c. Additional Insured endorsement TE 9901B
  4. Agent's errors and omission with a minimum of \$1,000,000 per occurrence.

The RESPONDENT must complete and forward a certificate of insurance to the BELL COUNTY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. The RESPONDENT shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the BELL COUNTY. Approval of insurance by the BELL COUNTY shall not relieve or decrease the liability of the RESPONDENT hereunder.

The RESPONDENT'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of an A- or better.

All endorsements naming the BELL COUNTY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Bell County  
Attn: Ammy James  
P.O. Box 454  
Belton, Texas 76513

The "other" insurance clause shall not apply to the BELL COUNTY where the BELL COUNTY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the BELL COUNTY and RESPONDENT, shall be considered primary coverage as applicable.

If coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The RESPONDENT shall maintain coverage for the duration of this AGREEMENT and for a two-year period following the end of this AGREEMENT. The RESPONDENT shall provide the BELL COUNTY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the RESPONDENT shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

BELL COUNTY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the RESPONDENT.

The RESPONDENT shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

The RESPONDENT shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverages required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of the RESPONDENT.

## **VI.**

### **CONTRACT AWARD / EVALUATION CRITERIA**

- A. **EVALUATION COMMITTEE:** An evaluation committee will be formed by interested stakeholders to examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Bell County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.
- B. **NEGOTIATIONS:** Bell County may initiate discussions and negotiations with respondents. Additional information will be accepted during this period from respondents who responded to the original request. Respondents may NOT initiate discussions. Bell County expects to conduct discussions with respondent's personnel authorized to enter into contractual obligations.
- C. **AWARD:** Award of the Contract shall be made to the responsible respondent whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications, and qualities of the respondents which best meets the needs of the using department. Bell County may use references to make judgments directly affecting the award of this Contract.
- D. **UNSOLICITED COMMUNICATION:** Commissioners Court discourages unsolicited verbal or written communications from competing companies which may pertain or relate directly or indirectly to any RFP response being evaluated by Bell County or the Commissioners' Court which has been submitted in response to this RFP and which contemplates award of a contract, unless provided for in this RFP.
- E. **SELECTION/EVALUATION:** Negotiations will be undertaken with the service provider whose RFP response best addresses the needs of the proposed project and demonstrates the ability and experience to perform the work. Bell County will select the provider of the requested services based on the following considerations. Award of the contract will be to the responsive service provider whose RFP response is most advantageous to the County.
- F. **CRITERIA:** RFP responses will be evaluated on evidence of understanding of the problem and the objectives to be achieved, the technical and administrative capabilities of the firm in relation to the needs of the project, the firm's and/or principals within the firm's participation and success with like projects for other customers, scientific qualification, and participation in other comparable projects.

The following criteria are those that will be applied in the evaluation of the RFP:

**1. QUALIFICATIONS TO ACHIEVE PROJECT COMPLETION**

The extent to which the firm has personnel with the necessary experience and training to perform the work. - (25 points).

**2. PROFESSIONAL COMPETENCE & PREVIOUS PERFORMANCE**

The extent to which the service provider has demonstrated competence in performing similar work, the extent of former client satisfaction, and the ability to perform within a public agency's management requirements. Previous performance with rare species known in Bell and Coryell Counties, such as: Karst, Golden Cheeked Warbler, Salamanders, Freshwater Mussels, and Monarch Butterflies. - (30 points).

**3. COST AWARENESS**

Alternate solutions permitting Owner choices taking into consideration first cost, long term cost and maintenance factors, the ability to perform an RHCP within a specified budget, and the extent to which the firm(s) have succeeded in doing so. - (20 points).



#### 4. WORK PLAN, ORGANIZATION ABILITY, & MANAGEMENT PLAN

The extent to which the firm has developed a work program and an end product that demonstrate a thorough understanding of the scope of the projects and that will meet the needs of Bell County, and other stakeholders. Backup capability relative to key personnel, and description of how this project will get the best level of attention. An organizational structure and management plan for the project that will be highly responsive to the needs and interests of the County. - (20 points)

#### 5. LOCAL OFFICE

A statement of the capability to perform required activities within Bell and Coryell County (5 points).

### VII.

## PROPOSAL SPECIFICATIONS

Bell County, in partnership with Coryell County and other interested cities, districts, groups and agencies, is seeking assistance in creating a Regional Habitat Conservation Plan (HCP) and associated National Environmental Policy Act (NEPA) documentation for the conservation of federally listed species in the region of Bell and Coryell Counties, Texas. The partners will seek an HCP Planning Assistance grant from FWS, through Texas Parks and Wildlife Department, in the summer of 2022.

This work will primarily seek to protect habitat for federally listed species, including Karst invertebrates, Golden Cheeked Warbler, Salamanders, Freshwater Mussels, and Monarch Butterflies, known or thought to occur within Bell and/or Coryell Counties. The plan may also consider protection of other species of concern occurring within Bell and/or Coryell Counties, including those listed by Texas Parks and Wildlife. The plan is anticipated to complement, but not duplicate, the existing efforts of other agencies, such as the U.S. Military, Texas Department of Transportation, or Texas Parks and Wildlife, that are involved in conservation of these species.

The work will culminate in a comprehensive habitat conservation plan which will, when implemented, provide for protection of the listed species and their habitat and allow for authorized "taking" of listed species through the issuance of a FWS "incidental take permit".

Bell County is issuing this RFP to obtain the services of a qualified environmental consulting firm to assist in the development of an HCP. Bell County is requesting proposals and qualifications from environmental consulting firms interested in providing services including, but not limited to, those described in the Statement of Work set forth below.

The specifications are not intended to eliminate any potential Respondent from proposing; however, they are intended to outline the quality and service desired. Any exceptions or deviations from requested service must be clearly identified and explained in writing. The data included in this RFP is believed to be current and accurate but is not intended to be an express or implied warranty.

**A. TIMELINE:** The following is a tentative timeline through contract award:

RFP release date:	October 1, 2021
Deadline for questions and clarifications:	October 19, 2021 @ 2:00 p.m.
Proposal submissions are due:	November 9, 2021 @ 2:00 p.m.
Evaluation committee selects contractor:	November 18, 2021
Negotiations begin with selected contractor:	November 22, 2021
County awards contract in Commissioners Court:	December 13, 2021

**B. INFORMATION REQUIRED FROM RESPONDENT:**

**1. LETTER OF TRANSMITTAL**

The transmittal letter must include the following:

**a. STATEMENT OF UNDERSTANDING**

Brief statement of understanding of the work to be performed and a positive commitment to perform the work within the schedule included herein.

**b. CONTACT PERSON**

Name of the contact person or representative for the firm, title, address, and phone number. State whether the contact person is authorized to bind the firm. If not, state who is authorized to sign on behalf of the firm.

**c. LITIGATION SUMMARY**

A litigation summary that briefly describes any claims or lawsuits that have been filed against the firm(s) for misfeasance or nonfeasance of professional service must be provided. Identify the claim or suit by adverse party, case number, jurisdiction where filed, and current status. If no summary is given or if a general statement is given which refers the County to inquire with a firm's counsel, the RFP response may be considered NON-RESPONSIVE and eliminated from consideration.

**2. SERVICE PROVIDER INFORMATION**

The respondent will provide information about the firm(s) and the personnel to be assigned to this project, to include:

**a. NAME AND ADDRESS**

The name and business address of the firm and principal who would be responsible for the work.

**b. RESUMES**

Current resumes and/or Curriculum Vitae of the proposed key personnel, to include PROJECT MANAGER, CHIEF SCIENTIST, and other personnel to be committed to these projects.

(NOTE: no substitutions of listed personnel will be allowed without specific written permission from Bell County.)

**c. RECENT PROJECTS**

Interested firms should submit the following information:

- i. A list of client references which they have done business with; specifically including any work history with stakeholders in the Bell or Coryell County Area, such as Ft. Hood, TXDOT, etc. References should include, as a minimum, contact information (email and phone), type of work done, and dates of work performed.
- ii. A list of relevant regulatory and non-regulatory documents associated with ESA, NEPA, and/or other USFWS documents or permits.

iii. An outline on how the firm will perform this contract and an associated timeline with staff loading.

**d. HUB or WOSB**

A statement of the extent to which the organization qualifies as a small, woman and/or minority owned business.

**e. LOCAL OFFICE**

A statement of the capability to perform required activities within Bell and Coryell County.

**f. AVAILABILITY**

An assessment of the present and projected workload at the office where this project will be accomplished.

**3. STATEMENT OF WORK**

The services required of the selected firm shall include, but are not limited to, the items listed below. Describe your firm's approach to performing these services.

- a. Development of HCP Planning Assistance Grant application to be submitted to FWS, through Texas Parks and Wildlife Department.
- b. Preparation of a Habitat Conservation Plan (HCP) that meets the issuance criteria of FWS.
- c. Provide biological data on:
  - i. the range of listed species.
  - ii. the habitat of listed species.
  - iii. the current conservation lands already set aside.
  - iv. the conservation needs of the species (as per reviews of recovery plans)
  - v. other relevant information and data.
- d. Development of appropriate Geographic Information Systems (GIS) information associated with the HCP (overlays for listed species, their habitats, appropriate socioeconomic data, etc.), well documented (i.e., with metadata) in ArcGIS version 10.3 or higher, or compatible.
- e. Assemble information on and coordinate meetings of groups that will be involved in the HCP development (biologists/scientists, government entities, environmental organizations, real estate interest, and other interested groups or individuals).
- f. Organize, run, and document meetings for: Biological Advisory Team (BAT), Citizens Advisory Committee (CAC), internal meetings, and status updates to Bell and Coryell County, and designated stakeholders.
- g. Provide extensive impact data to anticipate the level of take needed in the permit area to include:

- i. anticipated county, city, state, federal infrastructure projects
- ii. growth patterns in the area (e.g. rural vs. urban development)
- h. Provide ability to determine incidental take for listed species through aerial change detection analysis. (i.e., remote sensing).
- i. Provide legal review of permit application and general review of other documents produced.
- j. Provide description of plan to work with FWS to include the U.S. Army at Ft. Hood's consultation requirements with FWS and inclusion of mitigation through this HCP.
- k. Provide description of plan to include transportation projects consultation requirements with FWS and inclusion of mitigation through this HCP.
- l. Collaboratively prepare draft and final HCP.
- m. Submission of a Section 10(a) "Take" permit application pursuant to the Endangered Species Act (ESA).
- n. Develop an economic analysis of the HCP impact.
- o. Develop a cost/funding plan for the HCP development, to include first cost, long term cost, and maintenance factors.
- p. Prepare NEPA review/documentation (Development of an Environmental Impact Statement as required by the National Environmental Policy Act).

#### **4. METHOD**

The respondent is asked to describe their substantive approach to providing the services in a phased approach, such as the phases listed below. What services are to be performed within each phase? How will those services be provided? What kind of specialized services are needed? Identify any constraints or limitations. The respondent is not limited to the phases listed here; this is only a suggested phasing.

- Phase 1: Project Development and Community Guidance
- Phase 2: Preliminary Draft of HCP
- Phase 3: Committee/Agency Review and HCP Completion
- Phase 4: Environmental Impact Statement (EIS)
- Phase 5: Permit Processing

#### **5. PROPOSAL PRICING**

Provide itemized pricing for all items requested in this proposal, by phase or other breakdown, to include initial cost of completion of application for HCP Planning Assistance Grant.

#### **6. MANAGEMENT PLAN**

Describe in both narrative and graphic form how the service provider proposes to manage the project. Include a schedule of work to be performed with milestones.

Provide general information on the organization and management processes of the firm involved in the project (sole proprietor, partnership, corporation, joint venture, etc.), as well as a more

specific outline of the structure of the proposed project team. The management plan should include a narrative, and an organizational chart of the project team, which indicates the time commitments and task responsibilities of each key team member during each phase of the project. Provide a description of how the service provider intends to assure that all services will be well-coordinated and that any problems that may arise can be resolved without infringing on the project. This section should answer questions such as:

- a. Who will have overall responsibility?
- b. What will the lines of authority be?
- c. How much of each person's time will be committed to the project?
- d. When will each phase of the project be complete?

#### **7. SCIENTIFIC CREDENTIALS (INCLUDE ALL PLANNED PARTICIPANTS)**

- a. Scientific credentials – submit a list of peer reviewed publications by your firm, principals within your firm, partner firm, etc. (Curriculum Vitae).
- b. Submit list of experience working with U.S. Fish and Wildlife Service, Texas Parks and Wildlife, or other State or Federal Agencies/Departments, to include work performed for, or for submissions to, these agencies.
- c. Current legal action – submit a summary of any legal actions your firm is involved in and a certified statement that the firm is: "registered and licensed within the State of Texas, and that the firm is not barred, suspended, or otherwise prohibited from practice by any federal, state, or local agency."
- d. Current FWS permits – submit a summary of current FWS permits held by your firm, principals within your firm, partnering firms, or individuals.

#### **8. STATEMENT OF COMPLIANCE:**

All Respondents shall detail any, and all exceptions or deviations from the RFP requirements in the table titled "Exceptions from Requirements/Specifications". Any requirements listed in the RFP that cannot or will not be met or complied with in their entirety, or that require separate action, additional fees or charges, or additional consideration must be described in this section, Requirements not specifically identified in this section will be interpreted as the Respondents compliance to the RFP requirement.

#### **9. TIMELINE:**

Respondents shall provide a complete and detailed schedule of the time frame required. The project is anticipated to take 3 years, no more than 5 years; with permit issuance at the end of the project period; if the project takes more than 3 years, a majority of the work should be performed in years 1-3.

#### **10. REQUIRED FORMS:**

- a. W9 Form (Appendix A)
- b. Texas Public Information Act (Appendix B)
- c. Conflict of Interest Questionnaire (Appendix C)
- d. Certification Regarding Debarment, Suspension, and Ineligibility (Appendix D)

- e. House Bill 89 Verification (Appendix F, if applicable)
- f. References (Appendix G)

**C. SIGNATURE OF ACCEPTANCE:** By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of the State of Texas, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, prior to the RFP closing with any competitor or any other person engaged in such line of business.

The below signature also indicates the following:

1. Person or person's interest in this RFP as principals are those named herein.
2. I (we) have carefully examined the advertisement and contents within the proposal.
3. The Respondent is acknowledging the Conflict-of-Interest Clause and agrees to follow necessary requirements.
4. The Respondent confirms that they have read this entire RFP document and agrees to the terms stated herein.
5. Addenda \_\_\_\_\_ through \_\_\_\_\_ have been considered as part of this proposal.

The undersigned, by their signature, represents that they are authorized to bind the Respondent to fully comply with the terms and conditions of the attached RFP specifications, and special provisions stated herein for the amount(s) shown on the accompanying RFP form.

Full Legal Name of Company	
Address	
City, State, Zip	
Phone Number	
Fax Number	
After Hours Phone or Cell Phone Number	
Email Address	
Tax Identification Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

**\*PLEASE ATTACH A COPY OF YOUR W-9 FORM FILLED OUT (Form is also included, as appendix A)**

Fillable W-9 Forms are available online at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**Remit to address (if different from above):**

Address #1: \_\_\_\_\_

Address #2: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone#: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_



# APPENDIX A

<b>Form W-9</b> <small>(Rev. December 2011)                  Department of the Treasury                  Internal Revenue Service</small>	<b>Request for Taxpayer                  Identification Number and Certification</b>	<b>Give Form to the                  requester. Do not                  send to the IRS.</b>
--	--	--

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																	
Social security number																			
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Employer identification number																	
Employer identification number																			

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶ _____  Date ▶ _____

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## APPENDIX B



### **Texas Public Information Act Steps to Assert Information Confidential or Proprietary**

All bids or proposals, data, and information submitted to the Bell County are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the County which involves your submission, you will be notified by the County of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state:**

The proposal/bid submitted to the County contains NO confidential information and may be released to the public if required under the Texas Public Information Act.

The proposal/bid submitted contains confidential information which is labeled and which may be found on the following pages: \_\_\_\_\_ and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Respondent Submitting: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

## APPENDIX C



### BELL COUNTY CONFLICT OF INTEREST STATEMENT

#### INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, as amended by H.B. 1491 passed in 2007, requires certain persons who wish to conduct business or be considered for business with a County to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

#### **What contractors/persons are subject to Chapter 176?**

The word "person" includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the County.

- Any "person" who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A contractor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; or

(2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$250 in the 12 month period preceding the date a contract is executed or a contract is being considered.

#### **What triggers the requirement to file a "conflict of interest questionnaire"?**

When a person begins (1) contract discussions or negotiations with the County or (2) submits an application, response to request for proposals or Proposals, correspondence, or writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the County initiates the discussions, Form CIQ must be completed. Even if the contractor has no affiliation or business relationship with an officer or employee of the County, Form CIQ must be completed and submitted.

#### **To what type of contracts does the bill apply?**

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

**When must a contractor file the conflict of interest questionnaire?**

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the County, or (b) submits an application or response to a request for proposals or Proposals, correspondence, or another writing related to a potential agreement with a County, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

**What has to be revealed?**

Section 176.006 requires disclosure of a person's employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

**How do I go about filling out the Conflict of Interest Questionnaire form?**

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person who is trying to do business with the County. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.

2. Check box if the form is an update to a form previously completed. Updates are required by the 7<sup>th</sup> business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, Proposal or response to the County of Bell or begins contract discussions or negotiations with the County.

3. Complete this Section by listing the name of the local government officer (member of County Council or County Manager) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (County Council or County Manager) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the contractor filing the questionnaire.

5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.

6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.

7. Describe each employment or business relationship with the local government officer named on the form.

8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**See form on next page. A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

**<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of person who has a business relationship with local governmental entity.**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_

Signature of person doing business with the governmental entity

\_\_\_\_\_

Date

Adopted 06/29/2007

## APPENDIX D



### Certification Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein and;
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.



## APPENDIX E



### CERTIFICATE OF INTERESTED PARTIES

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added [section 2252.908 of the Government Code](#). The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million, or (3) is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The successful bidder will be required to submit a signed 1295 form to the County prior to the award of this bid and/or prior to signing a contract with the County. The successful bidder will be required to complete and print the form via the Texas Ethics Commission's website at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The "identification number" to be used on the 1295 form for this procurement is:

**18-22**

All prospective bidders shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful bidder for this procurement.

# APPENDIX F



## House Bill 89 Verification Form

I, \_\_\_\_\_ (Person name), the undersigned  
representative of \_\_\_\_\_ (Company or Business name)

\_\_\_\_\_ (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Bell County, Texas.

*Pursuant to Section 2270.001, Texas Government Code:*

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF COMPANY REPRESENTATIVE

# APPENDIX G



## REFERENCES

Include below three references:

### Reference #1

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Description of Services Provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Reference #2

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Description of Services Provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Reference #3

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Type of Business \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone and Fax #'s \_\_\_\_\_  
Email Address \_\_\_\_\_  
Dates of Service \_\_\_\_\_  
Description of Services Provided \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX H



### COUNTY OF BELL MASTER SERVICE AGREEMENT

This Agreement entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by BELL COUNTY and \_\_\_\_\_ ("Company"). In consideration for the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### 1. SCOPE OF AGREEMENT

This Agreement incorporates the terms and conditions of the Company's Proposal dated \_\_\_\_\_, attached hereto and incorporated herein for all purposes as "Attachment A". In the event of a conflict among the terms of this Agreement and the attachment, the term most favorable to the County, in County's sole discretion, shall control.

#### 2. TERM OF AGREEMENT; TERMINATION

This Agreement shall be effective upon proper execution by the County. It shall be effective from \_\_\_\_\_, through \_\_\_\_\_. The County reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations.

The County reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

#### 3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the County and no prior or contemporaneous oral or written agreement shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law.

#### 4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the County.

#### 5. INDEMNIFICATION

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS**

(COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY BELL COUNTY, AND HOLD HARMLESS THE BELL COUNTY, REPRESENTATIVES OF THE BELL COUNTY, THE COMMISSIONERS COURT OF BELL COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND THE DISTRICT COURTS AND COUNTY COURTS AT LAW TRYING CRIMINAL CASES IN BELL COUNTY, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH BELL COUNTY OR ANY OF THE INDEMNITEES HAS BY LAW.

## 6. INSURANCE

Your COMPANY agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement.

1. Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Sec. 401.) with minimum policy limits for employer's liability of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The following endorsements shall be added to the policy:

- a) A Waiver of Subrogation in favor of the Bell County, form WC 420304
- b) A 30-day Notice of Cancellation/Material Change in favor of the Bell County, form WC 420601

2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$1,000,000 for coverage's A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$1,000,000. The policy shall contain the following provisions:

- a) Independent Company's coverage
- b) Bell County listed as additional insured
- c) 30-day Notice of Cancellation in favor of Bell County
- d) Waiver of Transfer Right of Recovery Against Others in favor of Bell County

3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the BELL COUNTY:

- a) Waiver of Subrogation endorsement TE 2046A
- b) 30-day Notice of Cancellation endorsement TE 0202A
- c) Additional Insured endorsement TE 9901B

Your COMPANY must complete and forward a certificate of insurance to the BELL COUNTY before the AGREEMENT is executed as verification of coverage required in subparagraphs above. Your COMPANY shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the BELL COUNTY. Approval of insurance by the BELL COUNTY shall not relieve or decrease the liability of the COMPANY hereunder.

The COMPANY'S insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the BELL COUNTY as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Bell County  
P.O. Box 454  
Belton, Texas 76513

The "other" insurance clause shall not apply to the BELL COUNTY where the BELL COUNTY is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both BELL COUNTY and your COMPANY, shall be considered primary coverage as applicable.

If coverage is underwritten on a claim made basis, the retroactive date shall be coincident with the date of this AGREEMENT and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. Your COMPANY shall maintain coverage for the duration of this AGREEMENT and for a two-year period following the end of this AGREEMENT. The COMPANY shall provide BELL COUNTY annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, your Company shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The BELL COUNTY reserves the right to review the insurance requirements set forth during the effective period of this AGREEMENT and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the County based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as your COMPANY.

Your COMPANY shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the AGREEMENT or as required in the AGREEMENT.

Your COMPANY shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The insurance coverage's required under this AGREEMENT are required minimums and are not intended to limit the responsibility or liability of your COMPANY.

**7. PAYMENT AND PERFORMANCE**

Payment for services described in this agreement are to be made as follows: Payment is due timely according to the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

**8. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW**

Any suit or claim or cause of action regarding this Agreement shall be brought in Bell County, Texas, as the choice or venue and jurisdiction and site of performance by the parties. The prevailing party in such an action may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fee. The parties are encouraged to enter into mediation should a dispute arise during the term of this Agreement, the costs being shared equally by the parties. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

**9. ETHICAL CERTIFICATION**

Company certifies that neither it nor any of its agents or employees have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the County.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written:

COUNTY  
Bell County

COMPANY  
\_\_\_\_\_

By: \_\_\_\_\_  
David Blackburn

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

Title: County Judge

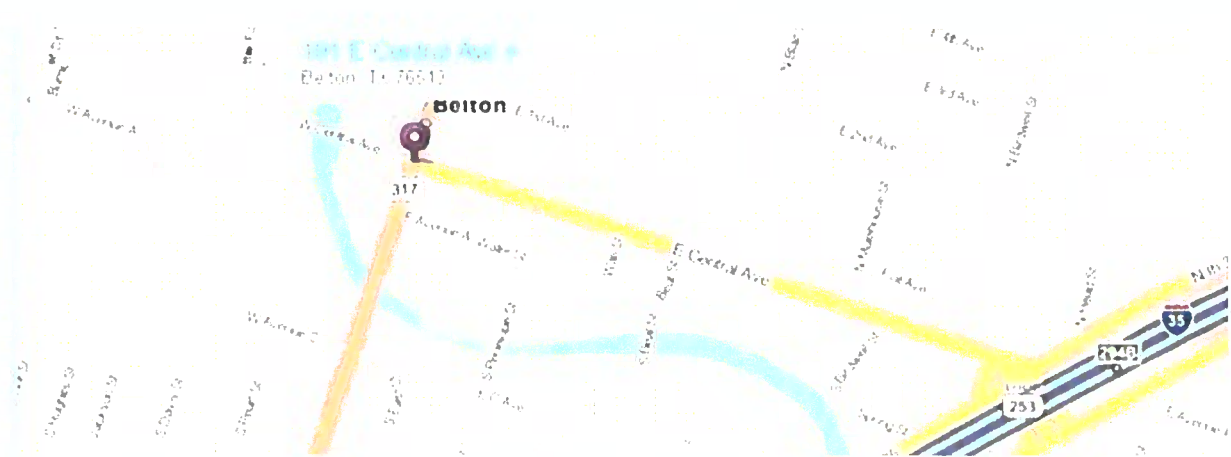
Title: \_\_\_\_\_



## APPENDIX I



**Bell County  
101 E. Central Ave  
Belton, TX 76513**



### **Directions:**

#### **From North (Dallas, Waco)**

Take IH-35 Southbound,  
Exit 294A toward Central Ave Exit,  
Turn slight right onto E Central Ave  
Just past N. Head St. the Bell County Courthouse is on the left.

#### **From South (Austin, Georgetown)**

Take IH-35 Northbound,  
Exit 293A toward US-190 W/TX 317/Killeen/FM-436/Ft. Hood,  
Turn slight left onto S. IH 35,  
Turn left onto TX-317 N/Holland Rd. continue to follow TX 317 N.,  
Turn Right onto E Central Ave/FM-253 Loop, 101 E. Central Ave. is on the right.

**Bell County RFP  
ADDENDUM #1**



BELL COUNTY  
AUDITOR OFFICE  
101 E. CENTRAL AVENUE  
BELTONTXAS 76513

## Request for Proposals RFP 18-22

### Regional Habitat Conservation Plan

#### ADDENDUM # 1

**Proposals Due: by 2:00 p.m. on November 9, 2021**

The purpose of competitive procurement is to stimulate competition, prevent favoritism, and secure the best work and materials at the lowest practicable price for the best interest of the taxpayers. To accomplish this, it requires that all bidders be placed upon the same plane of equality and that they each provide bids based upon the same terms and conditions involved in all the items and services and parts of the contract. Therefore, as stated in the Request for Proposals, all responses to questions will be posted as an addendum to the project on the County's e-bidding system.

**Additional Information: the link below provides technical data as a reference to understand the karst discussions, recent Karst reports by Veni/Jones, Ft Hood's Karst data and the research on the Salado Salamander. Also, we've tried to include all recent published data by USFWS related to the Karst Regions of Bell and Coryell Counties and other studies peer reviewed and submitted to USFWS.**

Click Here:

<https://www.dropbox/Bell&Coryell Technical Data Related to Karst Regions/SalamanderResearch>

In the dropbox folder your will find:

- 1) Veni and Jones 2021 KFR Map
- 2) Veni and Jones Report Zip file
- 3) Veni and Jones Statistical Analysis and Revision of Endangered Karst Species Distribution
- 4) Karst Regions Revisions Overview
- 5) Fort Hood Final 2019-2023 INRMP FNSI Plan signed
- 6) Fort Hood Appendix B. Associated and Component Plans for Ft. Hood Amended 9/9/2019
- 7) Nice 2021 Article of Geographic Patterns of Genomic Variations
- 8) Nice 2021 Supplemental Material of Geographic Patterns of Genomic Variations
- 9) 2015 – 2020 Salado Salamander Monitoring Annual Reports by USFWS Pete Diaz
- 10) FRF48370221240 Salado Salamander Monitoring Reimbursable Task Order Agreement with CUWCD/USWFS-Pete Diaz
- 11) TE52824B Annual Report for Research Activities related to USFWS Research Permit (Smith-Salgado/Wong/Yelderman)

This Addendum consists of \_\_2\_\_ pages.

Ammy James  
Assistant Auditor/Purchasing  
Bell County

**1) List of contacts in the ILA**

- Bell County  
The Honorable Judge David Blackburn  
P.O. Box 768  
Belton, TX 76513
- Coryell County  
The Honorable Judge Roger Miller [countyjudge@coryellcounty.org](mailto:countyjudge@coryellcounty.org)  
800 E. Main St. Ste. A  
Gatesville, TX 76528
- Brazos River Authority  
General Manager, David Collinsworth [david.collinsworth@brazos.org](mailto:david.collinsworth@brazos.org)  
P.O. Box 7555  
Waco, TX 76714
- City of Gatesville  
City Manager, William Parry, III [wparry@gatesvilletx.com](mailto:wparry@gatesvilletx.com)  
110 N 8th St.  
Gatesville, TX 76528
- City of Copperas Cove  
City Manager, Ryan D. Haverlah [rhaverlah@copperascovetx.gov](mailto:rhaverlah@copperascovetx.gov)  
P.O. Box 1449  
Copperas Cove, TX 76522
- Clearwater UWCD  
General Manager, Mr. Dirk Aaron [daaron@cuwcd.org](mailto:daaron@cuwcd.org)  
P.O. Box 1989  
Belton, TX 76513
- City of Killeen  
City Manager, Kent Cagle [kcagle@killeentexas.gov](mailto:kcagle@killeentexas.gov)  
P.O. Box 1329  
Killeen, TX 76540
- Middle Trinity GCD  
General Manager, [mtgcd1@centurylink.net](mailto:mtgcd1@centurylink.net)  
930 North Wolfe Nursery Road,  
Stephenville, TX 76401
- City of Harker Heights  
City Manager, David Mitchell [dmitchell@harkerheights.gov](mailto:dmitchell@harkerheights.gov)  
P.O. Box 2518  
Harker Heights, TX 76548
- City of Belton  
City Manager, Sam A. Listi [slisti@beltontexas.gov](mailto:slisti@beltontexas.gov)  
P.O. Box 120  
Belton, TX 76513
- City of Temple  
City Manager, Brynn Meyers [bmyers@templetx.gov](mailto:bmyers@templetx.gov)  
P.O. Box 207  
Temple, TX 76503

- Village of Salado  
Village Administrator, Donald P. Ferguson [dferguson@saladotx.gov](mailto:dferguson@saladotx.gov)  
P.O. Box 219  
Salado, TX 76571

2) **Additional emails for the contact distribution (send as copied to):**

- Lloyd Gosselink Rochelle & Townsend, P. C.:  
Ty Embrey [tembrey@lglawfirm.com](mailto:tembrey@lglawfirm.com)  
Cole Ruiz [cruiz@lglawfirm.com](mailto:cruiz@lglawfirm.com)  
Mike Gershon [mgershon@lglawfirm.com](mailto:mgershon@lglawfirm.com)
- Coryell County Attorney:  
Brandon Belt [Brandon.belt@coryellcountytexas.gov](mailto:Brandon.belt@coryellcountytexas.gov)
- Bell County additional contacts:  
Gloria Ramos [gloria.ramos@bellcounty.texas.gov](mailto:gloria.ramos@bellcounty.texas.gov)  
David R. Plumlee [David.Plumlee@bellcounty.texas.gov](mailto:David.Plumlee@bellcounty.texas.gov)  
Dustin Mensch [Dustin.Mensch@bellcounty.texas.gov](mailto:Dustin.Mensch@bellcounty.texas.gov)
- Bell County Auditor's Office:  
Tina R. Entrop [Tina.Entrop@bellcounty.texas.gov](mailto:Tina.Entrop@bellcounty.texas.gov)  
Ammy K. James [Ammy.James@bellcounty.texas.gov](mailto:Ammy.James@bellcounty.texas.gov)
- US Fish & Wildlife Service:  
Adam Zerrenner [adam\\_zerrenner@fws.gov](mailto:adam_zerrenner@fws.gov)  
Christina Williams [christina\\_williams@fws.gov](mailto:christina_williams@fws.gov)  
Michael Warriner [michael\\_warriner@fws.gov](mailto:michael_warriner@fws.gov)
- Texas Department of Transportation:  
Clover Clamons [Clover.Clamons@txdot.gov](mailto:Clover.Clamons@txdot.gov)  
Michael Bolin [michael.bolin@txdot.gov](mailto:michael.bolin@txdot.gov)  
James Norment [james.norment@txdot.gov](mailto:james.norment@txdot.gov)  
Michael Rhodes [michael.rhodes@txdot.gov](mailto:michael.rhodes@txdot.gov)
- Congressman John Carter's Staff  
Cheryl Hassmann [cheryl.hassmann@mail.house.gov](mailto:cheryl.hassmann@mail.house.gov)  
Jonas Miller [jonas.miller@mail.house.gov](mailto:jonas.miller@mail.house.gov)  
August Alvarado [august.alvarado@mail.house.gov](mailto:august.alvarado@mail.house.gov)
- City of Copperas Cove  
Robert Lewis [rlewis@copperascovetx.gov](mailto:rlewis@copperascovetx.gov)
- City of Harker Heights  
Jerry Bark [jbark@harkerheights.gov](mailto:jbark@harkerheights.gov)
- Killeen Economic Development Corporation  
John Crutchfield [jcrutchfield@gkcc.com](mailto:jcrutchfield@gkcc.com)

## Workshop Item #5



**GROUNDWATER  
MANAGEMENT  
AREA 8**

**JOINT PLANNING MEETING**

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

**THURSDAY  
November 4, 2021  
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 Thursday, November 4, 2021** 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 October 27, 2020, GMA 8 meeting.
6. Consider and act upon comments and summary reports received from groundwater conservation districts regarding the Proposed Desired Future Conditions.
7. Consider and act upon approving GMA 8 Resolution 2021-01 adopting the Desired Future Conditions for relevant aquifers in GMA 8.
8. Consider and act upon the GMA 8 Explanatory Report, including consideration of comments received and corresponding revisions to the Explanatory Report, authorization for the administrative District to make any necessary non-substantive revisions, and submission of all required documentation to the Texas Water Development Board.
9. Update from Texas Water Development Board staff.
10. Discussion of possible agenda items and dates for next GMA 8 meeting.
11. Closing comments.
12. Adjourn.

Dated this 5th day of October, 2021

Mitchell Sodek, Vice 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](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 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  
October 27 2020**

Join by computer, tablet or smartphone at the following link:  
<https://global.gotomeeting.com/join/889909501>

or

Join by phone 872-240-3212 with access code: 889-909-501

**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 Tuesday October 27, 2020, via telephone and video conference call.**

Notice is hereby given that, in accordance with Governor Abbott’s March 16, 2020, action to temporarily suspend certain provisions of the Texas Open Meetings Act, a Joint Planning Meeting will be held via telephone and video conference call beginning at 10:00 a.m. on October 27, 2020. Any member of the public who wishes to participate remotely may do so through the remote access options provided above.

**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: Joe Cooper	Saratoga UWCD: Randy McGuire
Northern Trinity GCD: Bob Patterson arrived 10:11 a.m.	Southern Trinity GCD: Peter Kultgen
Post Oak Savannah GCD: Gary Westbrook	Upper Trinity GCD: Doug Shaw

**Groundwater Conservation District Representatives Absent:**

North Texas GCD: Ronny Young

**1. Invocation**

Chairman Joe Cooper, Middle Trinity GCD, provided the invocation for the meeting.

**2. Call meeting to order and establish quorum**

Chairman Joe Cooper, Middle Trinity GCD, established that a quorum was present and called the GMA 8 meeting to order at 10:06 a.m.

**3. Welcome and introductions.**

Chairman Joe Cooper, Middle Trinity GCD welcomed the guests present at the meeting.

**4. Public Comments.**

Mark Harral, representing Felps LLC, made comments on the Central Texas GCD Board decisions regarding GMA 8 models.

**5. Consider and act upon approval of minutes from the August 7, 2020, GMA 8 meeting**

David Gattis, Red River GCD, made the motion to approve the August 7, 2020, GMA 8 meeting minutes. Kathy Turner Jones, Prairielands GCD, seconded the motion. Motion passed unanimously.

**6. Receive update from the Texas Water Development Board.**

Jean Perez, TWDB, provided update. TWDB staff is working from home until December 31, 2020. Texas Water news room is a new application providing news on current water events. Andy Weinberg is the new Groundwater Team Lead.

**7. Presentation and discussion of the 9 factors pursuant to Texas Water Code Section 36.108(d).**

James Beach, WSP, and Velma Danielson, Blanton & Associates, Inc., reviewed the 9 factors discussed in previous meetings. There have been minor changes to DFC due to changes in GAM runs. GMA 8 has been working to achieve the standard for Desired Future Conditions which consists of balancing the highest practicable level of groundwater production with conservation, preservation, protection, recharging, and prevention of waste of groundwater, and control of subsidence.

**8. Discussion and possible action on margin of error language for the Desired Future Conditions Statements.**

James Beach, WSP, informed GMA 8 that due to the nature of the drawdown calculations, TWDB suggests that the GMA provide "variance assumptions". The proposed language for DFC Model Run submittal to TWDB is "GMA 8 assumes the model results are consistent with the proposed DFCs if the average drawdowns calculated by the TWDB are within 5 percent or 5 feet (whichever is larger) of the proposed DFCs drawdown values." David Gattis, Red River GCD, made the motion to accept the language presented. Doug Shaw, Upper Trinity GCD, seconded the motion. District representatives were individually polled. Motion passed unanimously.

**9. Discussion and possible action on a resolution to adopt proposed Desired Future Conditions.**

James Beach, WSP, reviewed the resolution. Kristen Fancher, legal counsel, informed GMA 8 that the resolution is the same as was approved at the prior Board meeting with conforming changes made. Mitchell Sodek, Central Texas GCD, made the motion to adopt the proposed DFC resolution. Dirk Aaron, Clearwater UWCD, seconded the motion. District representatives were individually polled. Motion passed unanimously.

**10. Discussion and possible action regarding next steps in adopting Desired Future Conditions.**

Ty Embrey, Lloyd Gosselink Attorneys At Law, reviewed the Process – Path Forward presentation as Chapter 36 directs. Kristen Fancher, legal counsel, recommended starting the 90-day action. NTGCD will mail out the proposed schedule on November 5 indicating the beginning of the 90-day timeframe with the deadline being February 3, 2021. Gary Westbrook, Post Oak Savannah GCD, made the motion for GMA 8 to move forward with the 90-day timeline as set forth by Kristen Fancher. Kathy Turner Jones, Prairiелands GCD, seconded the motion. District representatives were individually polled. Motion passed unanimously.

**11. Discuss similar rules survey.**

Drew Satterwhite reported we have 8 of the 11 Districts responses. As soon as all responses are received, the information will be sent out.

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

The next GMA8 meeting is to be held in the summer of 2021 based on DFC timeline. The deadline is June 1, 2021 for Districts to receive their summary reports, obtain board approval and for those reports to be received by GMA 8. A date request will be sent in March for meeting in late June. Send time line to GMA 8 representatives.

**13. Closing comments.**

Gary Westbrook, Post Oak Savannah GCD, thanked consultants and Drew Satterwhite for their work.

**14. Adjourn**

Gary Westbrook, Post Oak Savannah GCD, made motion to adjourn. Kathy Turner Jones, Prairiелands GCD, seconded the motion. Chairman Joe Cooper, Middle Trinity GCD, declared the meeting adjourned at 11:41 a.m.

The GMA 8 Committee unanimously approved the minutes on this \_\_\_\_\_ day of \_\_\_\_\_, 2021

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

\_\_\_\_\_  
Chairman



ATTACHMENT 7





**WHEREAS**, the GMA 8 Districts conducted multiple model runs using the TWDB approved aquifer Groundwater Availability Models (“GAMs”) to provide insight to the impacts of pumping and to help establish proposed DFCs;

**WHEREAS**, the GMA 8 Districts considered all of the nine (9) statutory factors set forth in Section 36.108(d) of the Texas Water Code before voting to propose the DFCs for the relevant aquifers in GMA 8, including:

- 1) aquifer uses or conditions within the management area, including conditions that differ substantially from one geographic area to another;
- 2) the water supply needs and water management strategies included in the state water plan;
- 3) hydrological conditions, including for each aquifer in the management area the total estimated recoverable storage as provided by the TWDB executive administrator, and the average annual recharge, inflows, and discharge;
- 4) other environmental impacts, including impacts on spring flow and other interactions between groundwater and surface water;
- 5) the impact on subsidence;
- 6) socioeconomic impacts reasonably expected to occur;
- 7) the impact on the interests and rights in private property, including ownership and the rights of management area landowners and their lessees and assigns in groundwater as recognized under Section 36.002 of the Texas Water Code;
- 8) the feasibility of achieving the desired future condition; and
- 9) any other information relevant to the specific desired future conditions;

**WHEREAS**, pursuant to Section 36.108(d-2) of the Texas Water Code, the GMA 8 Districts also considered the balance between the highest practicable level of groundwater production and the conservation, preservation, protection, recharging, and prevention of waste of groundwater and control of subsidence in the management area;

**WHEREAS**, after consideration of multiple GAM runs and other data and information relevant to the development of DFCs as required by Section 36.108 of the Texas Water Code, the representatives of the GMA 8 Districts voted to approve proposed DFCs for the relevant aquifers in GMA 8 on October 27, 2020, at a publicly held meeting;

**WHEREAS**, the proposed DFCs approved by the representatives of the GMA 8 Districts were distributed by mail to each GMA 8 District, initiating a 90-day public comment period by which each GMA 8 District held a public hearing on the proposed DFCs relevant to that district pursuant to Section 36.108(d-2) of the Texas Water Code;

**WHEREAS**, each GMA 8 District compiled a written summary report inclusive of relevant comments received on the proposed DFCs, any suggested revisions to the proposed DFCs, and the basis for any such revisions;

**WHEREAS**, the GMA 8 Districts' summary reports were submitted to the GMA 8 Administrator District for review and consideration by GMA 8;

**WHEREAS**, in compliance with Section 36.108(d-3) of the Texas Water Code, the representatives of the GMA 8 Districts reconvened and held a public meeting to review the reports submitted by the GMA 8 Districts and consider any suggested revisions to the proposed DFCs;

**WHEREAS**, there were no substantive revisions to the proposed DFCs adopted on October 27, 2020 submitted by any of the GMA 8 Districts;

**WHEREAS**, in order to finally adopt the DFCs, as required by Section 36.108(d-3) of the Texas Water Code, the representatives of the GMA 8 Districts convened for a meeting, which was duly noticed and open to the public, this day, November 4, 2021, at 10:00 a.m. at the Prairielands Groundwater Conservation District Office, to take up and consider the adoption of the DFCs for all relevant aquifers within GMA 8;

**WHEREAS**, of the eleven (11) GMA 8 Districts, the meeting this day was attended by duly appointed voting representatives from the following districts (as indicated):

- 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
- Upper Trinity Groundwater Conservation District;

**WHEREAS**, the representatives of the GMA 8 Districts have adopted administrative procedures for the consideration, proposal, and adoption of DFCs, and the representatives of the GMA 8 Districts find that the DFCs set forth in this resolution were considered, proposed, and adopted in compliance with the requirements of those administrative procedures in all respects;

**WHEREAS**, the GMA 8 Districts find that the notice and meeting requirements to review, consider, and adopt DFCs for all relevant aquifers within GMA 8 have been and are satisfied, with a true and correct copy of each of the notices required under Section 36.108(e) of the Texas Water Code attached hereto in Attachment A and incorporated herein for all purposes;

**WHEREAS**, the GMA 8 Districts have documented in the explanatory report required under Section 36.108(d-3) of the Texas Water Code all consideration of the factors and criteria required for adopting DFCs under Section 36.108 of the Texas Water Code; and

**WHEREAS**, the GMA 8 Districts find that the adoption of the DFCs provided herein are in each instance merited and necessary to support the management of groundwater resources within the boundaries of the GMA 8 Districts in a manner consistent with the requirements of Chapter 36, Water Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE REPRESENTATIVES OF THE GROUNDWATER CONSERVATION DISTRICTS WITHIN GROUNDWATER MANAGEMENT AREA 8:**

1. Each of the affirmations and recitals set forth above are true and correct and fully incorporated into this resolution.
2. No less than two-thirds (2/3) of the authorized voting representatives of the GMA 8 Districts hereby adopt the DFCs for the relevant aquifers within GMA 8 as those set forth in Attachment B to this resolution, which is fully incorporated herein. For purposes of all calculations related to the adopted DFCs that are conducted by the TWDB, the GMA 8 Districts assume the model results are consistent with the proposed DFCs if the average drawdowns calculated by the TWDB are within five percent (5%) or five feet (5'), whichever is larger, of the proposed DFC drawdown values.
3. The GMA 8 Districts and their agents and representatives, individually and collectively, are further authorized to take any and all actions necessary to implement this resolution, including but not limited to the additional actions required for adoption of the DFCs in accordance with Section 36.108 of the Texas Water Code.

AND IT IS SO ORDERED.

PASSED AND ADOPTED on this 4th day of November, 2021.

ATTEST:

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Central Texas Groundwater Conservation District

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Clearwater Underground Water Conservation District

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Middle Trinity Groundwater Conservation District

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North Texas Groundwater Conservation District

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Northern Trinity Groundwater Conservation District

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Post Oak Savannah Groundwater Conservation District

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Prairielands Groundwater Conservation District

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Red River Groundwater Conservation District

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Saratoga Underground Water Conservation District

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Southern Trinity Groundwater Conservation District

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Upper Trinity Groundwater Conservation District

# ATTACHMENT A

# **ATTACHMENT B**

**Attachment B: Desired Future Conditions (DFCs) adopted by District Representatives in GMA 8 for all relevant aquifers.**

Table 1 – GMA 8 DFCs adopted at an aquifer-wide scale for Northern Trinity and Woodbine aquifers based on total average feet of drawdown (both unconfined and confined drawdown). Planning period from January 1, 2010 through December 31, 2080

<b>GMA 8 Adopted DFCs -Aquifer-Wide Scale</b>	
Woodbine	146
Paluxy	193
Glen Rose	148
Twin Mountain	345
Travis Peak	207
Hensell	148
Hosston	262
Antlers	193

Table 2 - GMA 8 DFCs adopted at a GCD scale for Northern Trinity and Woodbine aquifers (except for Upper Trinity GCD, see Table 3 below for Upper Trinity GCD) based on total average feet of drawdown (both unconfined and confined drawdown). Planning period from January 1, 2010 through December 31, 2080.

<b>GMA 8 Adopted DFCs - GCD Scale</b>								
<b>GCD</b>	<b>Wood-bine</b>	<b>Paluxy</b>	<b>Glen Rose</b>	<b>Twin Mtn</b>	<b>Travis Peak</b>	<b>Hensell</b>	<b>Hosston</b>	<b>Antlers</b>
Central Texas GCD	—	—	2	—	19	7	21	—
Clearwater UWCD	—	17	83	—	333	145	375	—
Middle Trinity GCD	—	5	20	8	98	58	108	12
North Texas GCD	123	465	300	485	—	—	—	305
Northern Trinity GCD	6	105	163	348	—	—	—	177
Post Oak Savannah GCD	—	—	241	—	412	261	412	—
Prairielands GCD	35	44	142	170	323	201	364	—



GMA 8 Adopted DFCs - GCD Scale								
GCD	Wood-bine	Paluxy	Glen Rose	Twin Mtn	Travis Peak	Hensell	Hosston	Antlers
Red River GCD	209	830	335	405	291	—	—	321
Saratoga UWCD	—	2—	1	—	6	1	11	—
Southern Trinity GCD	6	41	148	—	504	242	582	—

Table 3 - GMA 8 DFCs adopted for Upper Trinity GCD for Northern Trinity and Woodbine aquifers based on total average feet of drawdown, discretized based on outcrop and downdip extent. Planning period from January 1, 2010 through December 31, 2080.

GMA 8 Adopted DFCs - Upper Trinity GCD		
Antlers	Outcrop	47
	Downdip	154
Paluxy	Outcrop	6
	Downdip	2
Glen Rose	Outcrop	15
	Downdip	45
Twin Mtn	Outcrop	10
	Downdip	70

Table 4 - GMA 8 DFCs adopted at a county scale for Northern Trinity and Woodbine aquifers (except for Upper Trinity GCD counties, see Table 5 below for these counties) based on total average feet of drawdown (both unconfined and confined drawdown). Planning period from January 1, 2010 through December 31, 2080.

GMA 8 Adopted DFCs - County Scale								
County	Wood-bine	Paluxy	Glen Rose	Twin Mtn	Travis Peak	Hensell	Hosston	Antlers
Bell	—	17	83	—	333	145	375	—
Bosque	—	6	53	—	189	139	232	—
Bowie	—	—	—	—	—	—	—	—
Brown	—	2	1	—	2	1	1	2
Burnet	—	—	2	—	19	7	21	—
Callahan	—	—	—	—	—	—	—	1
Collin	482	729	366	560	—	—	—	596
Comanche	—	—	2	—	4	2	3	12

### GMA 8 Adopted DFCs - County Scale

County	Wood-bine	Paluxy	Glen Rose	Twin Mtn	Travis Peak	Hensell	Hosston	Antlers
Cooke	2	—	—	—	—	—	—	191
Coryell	—	5	15	—	107	70	141	—
Dallas	137	346	288	515	415	362	419	—
Delta	—	279	198	—	202	—	—	—
Denton	22	558	367	752	—	—	—	416
Eastland	—	—	—	—	—	—	—	4
Ellis	76	128	220	413	380	290	390	—
Erath	—	6	6	8	25	12	35	14
Falls	—	159	238	—	505	296	511	—
Fannin	259	709	305	400	291	—	—	269
Franklin	—	—	—	—	—	—	—	—
Grayson	163	943	364	445	—	—	—	364
Hamilton	—	2	4	—	26	14	38	—
Hill	20	45	149	—	365	211	413	—
Hopkins	—	—	—	—	—	—	—	—
Hunt	631	610	326	399	35	—	—	—
Johnson	4	-57	66	184	235	120	329	—
Kaufman	242	311	305	427	372	349	345	—
Lamar	42	100	107	—	125	—	—	132
Lampasas	—	—	1	—	6	1	11	—
Limestone	—	199	301	—	433	214	445	—
McLennan	6	41	148	—	504	242	582	—
Milam	—	—	241	—	412	261	412	—
Mills	—	1	1	—	9	2	13	—
Navarro	110	139	266	—	343	2995	343	—
Rains	—	—	—	—	—	—	—	—
Red River	2	24	40	—	57	—	—	15
Rockwall	275	433	343	466	—	—	—	—
Somervell	—	4	4	50	64	17	120	—
Tarrant	6	105	163	348	—	—	—	177
Taylor	—	—	—	—	—	—	—	0
Travis	—	—	83	—	219	68	226	—
Williamson	—	—	78	—	220	89	225	—

Table 5 - GMA 8 DFCs adopted at a county scale for Upper Trinity GCD counties for Northern Trinity and Woodbine aquifers based on total average feet of drawdown for outcrop and downdip areas. Planning period from January 1, 2010 through December 31, 2080.

<b>GMA 8 Adopted DFCs - Upper Trinity GCD by county (O-Outcrop, D-Downdip)</b>				
<b>County</b>	<b>Antlers</b>	<b>Paluxy</b>	<b>Glen Rose</b>	<b>Twin Mtn</b>
<b>Hood -O</b>	—	6	9	13
<b>Hood-D</b>	—	—	39	72
<b>Montague-O</b>	40	—	—	—
<b>Montague-D</b>	—	—	—	—
<b>Parker-O</b>	42	6	20	7
<b>Parker-D</b>	—	2	50	68
<b>Wise-O</b>	60	—	—	—
<b>Wise-D</b>	154	—	—	—

Table 6 - GMA 8 DFCs adopted the Edwards (BFZ) Aquifer. Planning period from January 1, 2010 through December 31, 2080. DFCs are in cubic feet per month spring/stream flow in Bell, Travis, and Williamson counties.

<b>County</b>	<b>DFC</b>
Bell	Maintain at least 100 acre-feet per month of stream/spring flow in Salado Creek during a repeat of the drought of record
Travis	Maintain at least 42 acre-feet per month of aggregated stream/spring flow during a repeat of the drought of record
Williamson	Maintain at least 60 acre-feet per month of aggregated stream/spring flow during a repeat of the drought of record

Table 7 - GMA 8 DFCs adopted at a county scale for the Llano Uplift Aquifers based on total average feet of drawdown. Planning period from January 1, 2010 through December 31, 2080.

<b>County</b>	<b>Ellenburger-San Saba Aquifer</b>	<b>Hickory Aquifer</b>	<b>Marble Falls Aquifer</b>
Brown	3	3	3
Burnet	12	11	11
Lampasas	16	16	16
Mills	9	9	9

ADJOURN

Minutes - Item #3



**Clearwater Underground Water Conservation District Meeting**  
**700 Kennedy Court**  
**Belton, TX**  
**Wednesday, September 8, 2021**  
**Minutes**

The Clearwater Underground Water Conservation District (CUWCD) held a Board meeting on Wednesday, September 8, 2021 at 1:30 p.m. at the Clearwater UWCD Building, located at 700 Kennedy Court, Belton, Texas.

**Board Members Present:**

Leland Gersbach, President, Pct 1  
David Cole, Vice President, At Large  
Gary Young, Secretary, Pct 2  
Jody Williams, Director, Pct 3  
Scott Brooks, Director, Pct 4

**Absent:**

**Staff:**

Dirk Aaron, General Manager  
Shelly Chapman, Admin Manager

**Guest:**

Steve Manning – NRS	Steve Young – Intera	Neil Deeds – Intera
Madelyn Todd - NRS	Brandon Belt – Coryell County Attorney	
James Beach – AGS	David Blackburn – Bell County Judge	
Cole Ruiz – Lloyd Gosselink	Sandra Blankenship – WCID #1	

**Workshop convened with President, Leland Gersbach at 1:30 p.m.**

**Workshop Item #1: Receive update from INTERA on items related to Aquifer Storage and Recovery Feasibility Study.**

Received presentation from Neil Deeds and Steve Young on the Aquifer Storage and Recovery Feasibility Study.

**Workshop Item #2: Receive update on Bell County Adaptive Management Coalition related to the Species Status Assessment.**

Received presentation from Maddie Todd with NRS on matters related to the Species Status Assessment.

**Workshop Item #3: Receive update from Judge David Blackburn on items related to the RHCP.**

Judge Blackburn gave an update and explanation of the RHCP, what it means for Bell County, and the importance of collaboration with Coryell County.

**Workshop Item #4: Receive update related to the 2021 Bell County Water Symposium.**

Dirk gave an update on plans for the Bell County Water Symposium. The venue has changed to the Bell County Expo Center – Assembly Hall. The date of the Symposium has changed to November 17<sup>th</sup>. Because of the rise in Covid cases in our area, there was a concern that Texas A & M – Central Texas would require the District to limit the number of attendees in order to social distance. Having the event at the Expo Center will allow for more people to attend and still maintain social distancing.

Dirk presented the theme of the event and discussed some of the topics to be discussed.

**Workshop closed and regular Board meeting convened with President, Leland Gersbach, at 3:59 p.m.**

**1. Invocation and Pledge of Allegiance.**

Vice President, David Cole, gave the invocation.  
Secretary, Gary Young, led the Pledge of Allegiance.

**2. Public Comment.**

None.

**3. Approve minutes of the August 25, 2021 Board meeting.**

Board members received the minutes of the August 25, 2021 Board meeting and workshop in their Board packet to review prior to the meeting.

Secretary, Gary Young, moved to approve the minutes of the August 25, 2021 Board meeting and Workshop. Director, Scott Brooks, seconded the motion.

**Motion carried 5-0.**

**4. *Discuss, consider, and take appropriate action if necessary, to accept the monthly financial report for August 2021 (FY21) as presented.***

Board members received the monthly financial report for August 2021 in their Board packet to review prior to the meeting.

Vice President, David Cole, moved to accept the monthly financial report for August 2021 as presented. Secretary, Gary Young, seconded the motion.

**Motion carried 5-0.**

**5. *Discuss, consider, and take appropriate action if necessary, to accept the monthly Investment Fund Account report for August 2021 (FY21) as presented.***

Board members received the monthly investment fund account report for August 2021 in their Board packet to review prior to the meeting.

Director, Scott Brooks, moved to accept the monthly investment fund account report for July 2021 as presented. Director, Jody Williams, seconded the motion.

**Motion carried 5-0.**

**6. *Discuss, consider, and take appropriate action if necessary, to approve the FY21 line-item budget amendments as requested.***

Shelly Chapman noted there were no budget amendment requests at this time.

**7. *Discuss, consider, and take appropriate action if necessary, to approve employment contract with the District General Manager.***

The Board pointed out certain language laid out in the contract and suggested changes. Concerns that this was not reviewed by the District's legal counsel were mentioned. After much discussion regarding other details of the contract, it was decided to table this item until the next meeting in order to make changes and clean up certain language within the contract and possible legal review.

Vice President, David Cole, moved to table this item until the next meeting. Director, Scott Brooks, seconded the motion.

**Motion carried 5-0.**

**8. *Discuss, consider, and take appropriate action if necessary, to direct the District GM to determine process for establishing a method of legal live broadcasting Board meetings in accordance with the open meetings act.***

Dirk spoke with the District's attorney regarding live broadcasting of Board meetings. He explained the rules required in order for the meetings to be properly/legally conducted. Dirk noted that it would be an expensive task to properly equip the Board room for live streaming. The Board advised GM to continue to be aware of options for live streaming meetings.

No action taken.

**9. *General Manager's report concerning office management and staffing related to District Management Plan.***

- Working on sponsorship for the Water Symposium. AgriLife will be assisting with the event. Water Ambassadors will man a booth.



- There are a couple of permits on the horizon. JHM is requesting an increase to their aggregate permit. Stillman Valley Ranchettes will be doing a groundwater availability study for the project.
- Platting of land has accelerated. Fielding numerous calls from developers asking lots of questions.
- Need to formalize role with County to conduct a full evaluation of the groundwater availability studies. This would require an MOU with the County.
- Victory Rock is NOT using their well. Dirk has verified this. They have received their permits and are moving forward to get their well done. They have chosen not to utilize the 2 acre-ft given to them since they are not currently operating.

**10. Review monthly report and possible consideration and Board action on the following:**

- Drought Status Reports***
- Education Outreach Update***
- Monitoring Wells***
- Rainfall Reports***
- Well Registration Update***
- Aquifer Status Report & Non-exempt Monthly Well Production Reports***

(Copiers of the Monthly Staff Reports were given to the Board Members to review. No action required. Information items only.)

**11. Director's comments and reports.**

- **Leland Gersbach:** Commented how impressed he is with Judge Blackburn. He stated that he is the best Judge the County has had as far as management goes and his forward thinking.
- **Jody Williams:** None
- **Gary Young:** Thanked Dirk for bringing in Judge Blackburn and the other consultants to talk about ASR. He really enjoyed it.
- **Scott Brooks:** Encouraged Dirk to look into the Federal funds that might be available to compliment the District's budget. These funds could give the District room to continue scientific studies and provide competitive salaries.
- **David Cole:** None

**12. Discuss agenda items for the next meeting.**

- Permits – JHM and possible Stillman Valley Ranchettes.
- Revisit tabled agenda item #7 regarding employment contract for District GM.

**13. Set time and place of next meeting.**

Wednesday, October 13, 2021 at 1:30 p.m.

**14. Adjourn.**

**Board meeting adjourned with President, Leland Gersbach, at 5:12 p.m.**

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Leland Gersbach, President

**ATTEST:**

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Gary Young, Secretary or  
Dirk Aaron, Assistant Secretary

# Financial Report - Item #4

## Clearwater Underground Water Conservation

## Balance Sheet

10/07/21

As of September 30, 2021

Accrual Basis

	Sep 30, 21
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
10005 · Cash-Reg Operating	46,038.00
10500 · Cash-TexPool Prime	445,410.52
10505 · Cash - TexPool	439,912.52
<b>Total Checking/Savings</b>	931,361.04
<b>Other Current Assets</b>	
11005 · Accounts Receivable - Taxes	22,425.93
<b>Total Other Current Assets</b>	22,425.93
<b>Total Current Assets</b>	953,786.97
<b>Fixed Assets</b>	
15005 · Land	59,981.29
15010 · Leasehold Improvements	19,000.00
15015 · Building	306,734.08
15016 · Storage Building	104,382.03
15018 · Monitor Wells	92,938.18
15019 · Mobile Classroom Trailer	90,688.85
15020 · Field Equipment	17,243.55
15023 · Vehicles	6,920.00
15025 · Office Equipment	71,574.04
15030 · Accumulated Depreciation	-208,221.30
<b>Total Fixed Assets</b>	561,240.72
<b>TOTAL ASSETS</b>	<b>1,515,027.69</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Other Current Liabilities</b>	
21000 · Deferred Tax Revenue	22,425.93
21050 · Compensated Absences Accrued	13,352.88
24000 · Payroll Liabilities	
24010 · TWC	52.64
<b>Total 24000 · Payroll Liabilities</b>	52.64
<b>Total Other Current Liabilities</b>	35,831.45
<b>Total Current Liabilities</b>	35,831.45
<b>Total Liabilities</b>	35,831.45
<b>Equity</b>	
31000 · Unappropriated Fund Balance	863,207.26
32000 · *Retained Earnings	-77,687.44
33000 · Investment in Fixed Assets	592,189.66
Net Income	101,486.76
<b>Total Equity</b>	1,479,196.24
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,515,027.69</b>



**Clearwater Underground Water Conservation  
Profit & Loss Budget vs. Actual  
October 2020 through September 2021**

3:05 PM  
10/07/2021  
Accrual Basis

	Sept '21	Oct '20 thru Sept '21	FY21 Original Budget	FY21 Amended Budget	\$ Over Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
40005 · Application Fee Income	1,000.00	22,800.00	30,000.00	30,000.00	-7,200.00
40010 · Bell CAD Current Year Tax	3,276.27	716,105.48	736,203.00	736,203.00	-20,097.52
40015 · Bell CAD Deliquent Tax	971.26	8,790.31	12,500.00	12,500.00	-3,709.69
40020 · Interest Income	35.53	806.96	15,000.00	15,000.00	-14,193.04
40030 · Transport Fee Income	0.00	1,936.74	1,500.00	1,500.00	436.74
<b>Total Income</b>	<b>5,283.06</b>	<b>750,439.49</b>	<b>795,203.00</b>	<b>795,203.00</b>	<b>-44,763.51</b>
<b>Gross Profit</b>	<b>5,283.06</b>	<b>750,439.49</b>	<b>795,203.00</b>	<b>795,203.00</b>	<b>-44,763.51</b>
<b>Expense</b>					
50000 · Administrative Expenses					
50100 · Audit	0.00	7,200.00	7,500.00	7,500.00	-300.00
50200 · Conferences & Prof Development	560.00	2,764.00	4,000.00	4,000.00	-1,236.00
50250 · Contingency Fund	0.00	0.00	26.00	26.00	-26.00
50300 · Director Expenses					
50305 · At Large	0.00	0.00	1,500.00	1,500.00	-1,500.00
50310 · Pct. 1	0.00	510.00	1,500.00	1,500.00	-990.00
50315 · Pct. 2	189.28	574.28	1,500.00	1,500.00	-925.72
50320 · Pct. 3	189.28	574.28	1,500.00	1,500.00	-925.72
50325 · Pct. 4	0.00	385.00	1,500.00	1,500.00	-1,115.00
<b>Total 50300 · Director Expenses</b>	<b>378.56</b>	<b>2,043.56</b>	<b>7,500.00</b>	<b>7,500.00</b>	<b>-5,456.44</b>
50400 · Director Fees					
50405 · At Large	300.00	1,800.00	2,550.00	2,550.00	-750.00
50410 · Pct. 1	0.00	0.00	2,550.00	2,550.00	-2,550.00
50415 · Pct. 2	600.00	2,100.00	2,550.00	2,550.00	-450.00
50420 · Pct. 3	750.00	2,100.00	2,550.00	2,550.00	-450.00
50425 · Pct. 4	0.00	0.00	2,550.00	2,550.00	-2,550.00
<b>Total 50400 · Director Fees</b>	<b>1,650.00</b>	<b>6,000.00</b>	<b>12,750.00</b>	<b>12,750.00</b>	<b>-6,750.00</b>
50500 · Dues & Memberships	0.00	3,541.00	2,850.00	3,541.00	0.00
50550 · Election Expense	0.00	0.00	500.00	500.00	-500.00
50600 · GMA 8 Expenses					
50605 · Technical Committee	3,162.50	4,162.50	5,000.00	5,000.00	-837.50
50610 · Administration	0.00	378.58	5,000.00	5,000.00	-4,621.42
<b>Total 50600 · GMA 8 Expenses</b>	<b>3,162.50</b>	<b>4,541.08</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>-5,458.92</b>
50700 · Meals	72.28	196.58	1,000.00	1,000.00	-803.42
50800 · Mileage Reimbursements	0.00	0.00	5,000.00	2,809.00	-2,809.00
50900 · Travel & Hotel	357.44	1,153.90	4,500.00	4,500.00	-3,346.10
<b>Total 50000 · Administrative Expenses</b>	<b>6,180.78</b>	<b>27,440.12</b>	<b>55,626.00</b>	<b>54,126.00</b>	<b>-26,685.88</b>

	Sept '21	Oct '20 thru Sept '21	FY21 Original Budget	FY21 Amended Budget	\$ Over Budget
<b>52000 · Salary Costs</b>					
52005 · Administrative Assistant	4,093.67	49,124.04	49,124.00	49,124.00	0.04
52010 · Educational Coord/Support Tech	3,485.00	41,820.00	41,820.00	41,820.00	0.00
52015 · Manager	6,990.67	83,888.04	83,888.00	83,888.00	0.04
52020 · Part Time/Intern	0.00	3,000.00	2,640.00	3,000.00	0.00
52025 · Office Assistant/Field Tech	3,400.00	40,800.00	40,800.00	40,800.00	0.00
52040 · Health Insurance	371.66	34,632.58	41,274.00	41,274.00	-6,641.42
52045 · Payroll Taxes & Work Comp	1,403.08	18,110.47	19,645.00	19,645.00	-1,534.53
52050 · Retirement	739.94	8,879.28	9,704.00	9,704.00	-824.72
52055 · Payroll Expenses	10.83	90.94	125.00	125.00	-34.06
52060 · Freshbenies	36.00	432.00	432.00	432.00	0.00
<b>Total 52000 · Salary Costs</b>	<b>20,530.85</b>	<b>280,777.35</b>	<b>289,452.00</b>	<b>289,812.00</b>	<b>-9,034.65</b>
<b>53000 · Operating Expenses</b>					
53010 · Bank Service Charges	0.00	36.00	50.00	50.00	-14.00
53020 · Advertisement	1,071.25	2,844.13	3,500.00	3,500.00	-655.87
53030 · Appraisal District	2,010.00	7,692.00	8,500.00	8,500.00	-808.00
<b>53100 · Clearwater Studies</b>					
53105 · Trinity Studies					
53105.1 · Pumping Distribution	0.00	0.00	0.00	0.00	0.00
53105.2 · Pumping Test	0.00	0.00	0.00	0.00	0.00
53105.3 · Synoptic	0.00	1,823.00	5,120.00	5,120.00	-3,297.00
53105.4 · GAM Run	0.00	0.00	0.00	0.00	0.00
53105.5 · Mgmt Options	0.00	6,167.50	16,400.00	16,400.00	-10,232.50
53105.6 · Water Quality Studies	12,525.00	57,599.00	57,600.00	57,600.00	-1.00
<b>Total 53105 · Trinity Studies</b>	<b>12,525.00</b>	<b>65,589.50</b>	<b>79,120.00</b>	<b>79,120.00</b>	<b>-13,530.50</b>
53110 · Edwards BFZ Studies					
53110.1 · Pumping Distribution	0.00	0.00	0.00	0.00	0.00
53110.2 · Pumping Test	0.00	0.00	0.00	0.00	0.00
53110.3 · Synoptic	0.00	0.00	0.00	0.00	0.00
53110.4 · Spring Shed (Baylor)	0.00	0.00	0.00	0.00	0.00
53110.5 · Water Quality Studies	0.00	1,040.10	0.00	2,000.00	-959.90
53110.6 · GAM Calibration	0.00	230.00	45,000.00	22,945.00	-22,715.00
<b>Total 53110 · Edwards BFZ Studies</b>	<b>0.00</b>	<b>1,270.10</b>	<b>45,000.00</b>	<b>24,945.00</b>	<b>-23,674.90</b>
53115 · Drought Contingency Plan	0.00	0.00	0.00	0.00	0.00
<b>53120 · Endangered Species</b>					
53120.1 · Coalition	0.00	0.00	0.00	0.00	0.00
53120.2 · Reimburseable Order	0.00	22,054.70	0.00	22,055.00	-0.30
53120.3 · 4(d) rule	0.00	0.00	0.00	0.00	0.00
53120.4 · DPS Petition	0.00	0.00	0.00	0.00	0.00
53120 · Endangered Species - Other	0.00	0.00	0.00	0.00	0.00
<b>Total 53120 · Endangered Species</b>	<b>0.00</b>	<b>22,054.70</b>	<b>0.00</b>	<b>22,055.00</b>	<b>-0.30</b>
53125 · Environmental Flows	0.00	0.00	0.00	0.00	0.00

	Sept '21	Oct '20 thru Sept '21	FY21 Original Budget	FY21 Amended Budget	\$ Over Budget
<b>53130 · General Consulting</b>					
53130.1 · DFC Process	0.00	825.00	10,000.00	10,000.00	-9,175.00
53130.2 · Eval of Rules	0.00	3,455.00	5,000.00	5,000.00	-1,545.00
53130.3 · Eval. Hydrogeologic Report	0.00	0.00	0.00	0.00	0.00
53130.4 · Investigations	0.00	4,192.50	7,000.00	5,271.50	-1,079.00
53130.5 · Geo Logging	0.00	5,000.00	5,000.00	5,000.00	0.00
53130.6 · Aquifer Monitor Well Tool	0.00	10,240.00	10,240.00	10,240.00	0.00
53130.7 · ASR Study	0.00	0.00	20,000.00	8,126.08	-8,126.08
53130.8 · Data Release	0.00	0.00	0.00	0.00	0.00
<b>Total 53130 · General Consulting</b>	<b>0.00</b>	<b>23,712.50</b>	<b>57,240.00</b>	<b>43,637.58</b>	<b>-19,925.08</b>
53135 · Monitor Well Construction	0.00	0.00	0.00	0.00	0.00
53140 · Monitor Wells Expenses	0.00	12,954.83	15,000.00	15,000.00	-2,045.17
53141 · Weather Station Expense	429.60	581.22	2,000.00	2,000.00	-1,418.78
53145 · Spring Flow Gauge	0.00	0.00	0.00	0.00	0.00
53150 · Water Quality	228.70	1,692.61	2,500.00	2,500.00	-807.39
53155 · 3-D Visualization	14,820.00	39,090.00	40,000.00	40,000.00	-910.00
<b>Total 53100 · Clearwater Studies</b>	<b>28,003.30</b>	<b>166,945.46</b>	<b>240,860.00</b>	<b>229,257.58</b>	<b>-62,312.12</b>
<b>53200 · Spring Flow Gage System</b>					
53205 · Op. & Maintenance	0.00	0.00	15,900.00	15,900.00	-15,900.00
53210 · Installation	0.00	0.00	0.00	0.00	0.00
<b>Total 53200 · Spring Flow Gage System</b>	<b>0.00</b>	<b>0.00</b>	<b>15,900.00</b>	<b>15,900.00</b>	<b>-15,900.00</b>
<b>53300 · Computer Consulting</b>					
53305 · Enhancements - Data Base	0.00	1,750.00	0.00	1,750.00	0.00
53306 · Hosting - Data Base	0.00	3,000.00	3,000.00	3,000.00	0.00
53310 · Hosting - PDI	0.00	1,000.00	1,000.00	1,000.00	0.00
53311 · Hosting - Website	0.00	0.00	1,800.00	1,800.00	-1,800.00
53312 · Enhancements - Website	0.00	0.00	0.00	0.00	0.00
53315 · IT Network Sustainment	450.00	5,400.00	5,400.00	5,400.00	0.00
53317 · Management Tool Sustainment	0.00	900.00	1,640.00	1,640.00	-740.00
<b>Total 53300 · Computer Consulting</b>	<b>450.00</b>	<b>12,050.00</b>	<b>12,840.00</b>	<b>14,590.00</b>	<b>-2,540.00</b>
53400 · Computer Licenses/Virus Prtctn	44.00	1,407.24	1,500.00	1,500.00	-92.76
53450 · Computer Repairs and Supplies	0.00	200.08	1,500.00	1,500.00	-1,299.92
53500 · Computer Software & Hardware	0.00	940.35	4,000.00	4,000.00	-3,059.65
53550 · Copier/Scanner/Plotter	486.56	5,838.66	6,000.00	6,000.00	-161.34
<b>53600 · Educational Outreach/Marketing</b>					
53603 · Event Sponsor/Income	0.00	0.00	0.00	0.00	0.00
53605 · Event Cost	1,155.39	9,709.29	10,000.00	10,000.00	-290.71
53615 · Promotional Items	0.00	1,562.48	5,000.00	5,000.00	-3,437.52
53620 · Supplies & Equipment	0.00	42.22	4,500.00	1,890.00	-1,847.78
53625 · Curriculum	0.00	0.00	0.00	0.00	0.00
<b>Total 53600 · Educational Outreach/Marketing</b>	<b>1,155.39</b>	<b>11,313.99</b>	<b>19,500.00</b>	<b>16,890.00</b>	<b>-5,576.01</b>
53650 · Furniture & Equipment	74.71	74.71	1,500.00	1,500.00	-1,425.29

	Sept '21	Oct '20 thru Sept '21	FY21 Original Budget	FY21 Amended Budget	\$ Over Budget
<b>53700 · Legal</b>					
53701 · Drought Contingency Plan	0.00	0.00	0.00	0.00	0.00
53702 · Endangered Species	0.00	8,736.00	15,000.00	15,000.00	-6,264.00
53703 · General (rules/accountability)	308.20	7,184.20	15,000.00	15,000.00	-7,815.80
53704 · Legislative Research/Analysis	0.00	2,470.00	2,500.00	2,500.00	-30.00
53705 · Legislative Services	0.00	32,704.00	34,000.00	34,000.00	-1,296.00
53706 · GMA/DFC/MAG support	256.00	2,194.00	10,000.00	10,000.00	-7,806.00
<b>Total 53700 · Legal</b>	<b>564.20</b>	<b>53,288.20</b>	<b>76,500.00</b>	<b>76,500.00</b>	<b>-23,211.80</b>
53720 · Office Supplies	260.95	2,888.65	3,000.00	3,000.00	-111.35
<b>53730 · Permit Reviews</b>					
53731 · Geoscience	0.00	13,957.50	15,000.00	13,957.50	0.00
53732 · Legal Evaluation	0.00	29,644.92	15,000.00	29,644.92	0.00
<b>Total 53730 · Permit Reviews</b>	<b>0.00</b>	<b>43,602.42</b>	<b>30,000.00</b>	<b>43,602.42</b>	<b>0.00</b>
53740 · Postage	0.00	1,668.72	2,500.00	2,500.00	-831.28
53750 · Printing	0.00	1,728.62	2,500.00	2,500.00	-771.38
53760 · Reserve for Uncollected Taxes	0.00	0.00	20,000.00	20,000.00	-20,000.00
53780 · Subscriptions	0.00	655.88	900.00	900.00	-244.12
53785 · Mobile Classroom Expense	87.66	87.66	2,000.00	1,135.00	-1,047.34
53790 · Vehicle Expense	277.43	3,007.40	4,000.00	4,000.00	-992.60
<b>Total 53000 · Operating Expenses</b>	<b>34,485.45</b>	<b>316,270.17</b>	<b>457,050.00</b>	<b>457,325.00</b>	<b>-141,054.83</b>
<b>54000 · Facility Costs</b>					
<b>54100 · Insurance</b>					
54101 · Liability	0.00	1,177.82	1,300.00	1,300.00	-122.18
54102 · Property	0.00	1,740.48	1,800.00	1,800.00	-59.52
54103 · Surety Bonds	0.00	200.00	1,200.00	1,119.87	-919.87
54104 · Worker's Comp	0.00	811.60	1,100.00	1,100.00	-288.40
54105 · Liability - Vehicle	0.00	819.28	1,250.00	1,250.00	-430.72
<b>Total 54100 · Insurance</b>	<b>0.00</b>	<b>4,749.18</b>	<b>6,650.00</b>	<b>6,569.87</b>	<b>-1,820.69</b>
54200 · Building Repairs/Maintenance	316.98	5,762.11	5,000.00	5,945.13	-183.02
54300 · Janitorial Service	600.00	3,600.00	3,600.00	3,600.00	0.00
54400 · Janitorial Supplies	164.19	472.03	750.00	750.00	-277.97
54500 · Lawn Maintenance/Service	225.00	2,500.00	2,500.00	2,500.00	0.00
54600 · Security	29.95	359.40	375.00	375.00	-15.60
<b>Total 54000 · Facility Costs</b>	<b>1,336.12</b>	<b>17,442.72</b>	<b>18,875.00</b>	<b>19,740.00</b>	<b>-2,297.28</b>
<b>55000 · Utilities</b>					
55200 · Electricity	202.88	1,961.64	2,500.00	2,500.00	-538.36
55300 · Internet	149.99	1,649.89	2,000.00	2,000.00	-350.11
55400 · Phone	159.08	1,759.63	2,400.00	2,400.00	-640.37
55500 · Water/Garbage	173.29	1,651.21	2,300.00	2,300.00	-648.79
<b>Total 55000 · Utilities</b>	<b>685.24</b>	<b>7,022.37</b>	<b>9,200.00</b>	<b>9,200.00</b>	<b>-2,177.63</b>
<b>Total Expense</b>	<b>63,218.44</b>	<b>648,952.73</b>	<b>830,203.00</b>	<b>830,203.00</b>	<b>-181,250.27</b>
<b>Net Ordinary Income</b>	<b>-57,935.38</b>	<b>101,486.76</b>	<b>-35,000.00</b>	<b>-35,000.00</b>	<b>136,486.76</b>



	Sept '21	Oct '20 thru Sept '21	FY21 Original Budget	FY21 Amended Budget	\$ Over Budget
<b>Other Income/Expense</b>					
<b>Other Income</b>					
61050 - Reserve Funds from Prior Years	0.00	0.00	35,000.00	35,000.00	-35,000.00
<b>Total Other Income</b>	0.00	0.00	35,000.00	35,000.00	-35,000.00
<b>Net Other Income</b>	0.00	0.00	35,000.00	35,000.00	-35,000.00
<b>Net Income</b>	<b>-57,935.38</b>	<b>101,486.76</b>	<b>0.00</b>	<b>0.00</b>	<b>101,486.76</b>



## Clearwater Underground Water Conservation Profit & Loss Detail September 2021

Type	Date	Num	Name	Memo	Amount	Balance
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>40005 · Application Fee Income</b>						
Invoice	09/28/2021	146	Belton Partners LLC	Permit Applic...	1,000.00	1,000.00
Total 40005 · Application Fee Income					1,000.00	1,000.00
<b>40010 · Bell CAD Current Year Tax</b>						
Deposit	09/01/2021			Deposit	10.13	10.13
Deposit	09/01/2021			Deposit	-0.01	10.12
Deposit	09/01/2021			Deposit	2,878.15	2,888.27
Deposit	09/01/2021			Deposit	-817.15	2,071.12
Deposit	09/30/2021			Deposit	1,243.90	3,315.02
Deposit	09/30/2021			Deposit	-46.74	3,268.28
Deposit	09/30/2021			Deposit	7.99	3,276.27
Total 40010 · Bell CAD Current Year Tax					3,276.27	3,276.27
<b>40015 · Bell CAD Deliquent Tax</b>						
Deposit	09/01/2021			Deposit	6.69	6.69
Deposit	09/01/2021			Deposit	-0.16	6.53
Deposit	09/01/2021			Deposit	701.17	707.70
Deposit	09/01/2021			Deposit	-117.10	590.60
Deposit	09/30/2021			Deposit	504.13	1,094.73
Deposit	09/30/2021			Deposit	-125.91	968.82
Deposit	09/30/2021			Deposit	2.44	971.26
Total 40015 · Bell CAD Deliquent Tax					971.26	971.26
<b>40020 · Interest Income</b>						
Deposit	09/30/2021			Deposit	24.74	24.74
Deposit	09/30/2021			Deposit	10.79	35.53
Total 40020 · Interest Income					35.53	35.53
Total Income					5,283.06	5,283.06
Gross Profit					5,283.06	5,283.06
<b>Expense</b>						
<b>50000 · Administrative Expenses</b>						
<b>50200 · Conferences &amp; Prof Development</b>						
Bill	09/08/2021		Card Service Center	TGWA - Dirk	165.00	165.00
Bill	09/08/2021		Card Service Center	TWCA - Fall ...	395.00	560.00
Total 50200 · Conferences & Prof Development					560.00	560.00
<b>50300 · Director Expenses</b>						
<b>50315 · Pct. 2</b>						
Bill	09/28/2021	Sept2021	Gary Young	Mileage Wat...	189.28	189.28
Total 50315 · Pct. 2					189.28	189.28
<b>50320 · Pct. 3</b>						
Bill	09/28/2021	Sept 2021	Jody Williams	Mileage Wat...	189.28	189.28
Total 50320 · Pct. 3					189.28	189.28
Total 50300 · Director Expenses					378.56	378.56
<b>50400 · Director Fees</b>						
<b>50405 · At Large</b>						
Bill	09/08/2021	Aug 25, 2021	David Cole	Board Meetin...	150.00	150.00
Bill	09/28/2021	Sept2021	David Cole	Board Mtg S...	150.00	300.00
Total 50405 · At Large					300.00	300.00

## Clearwater Underground Water Conservation Profit & Loss Detail September 2021

10/07/21

Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
<b>50415 · Pct. 2</b>						
Bill	09/08/2021	Aug 25, 2021	Gary Young	Board Mtg - ...	150.00	150.00
Bill	09/28/2021	Sept2021	Gary Young	Water Summ...	450.00	600.00
Total 50415 · Pct. 2					600.00	600.00
<b>50420 · Pct. 3</b>						
Bill	09/08/2021	Aug 25,2021	Jody Williams	Board Mtg - ...	150.00	150.00
Bill	09/28/2021	Sept 2021	Jody Williams	Water Symp...	600.00	750.00
Total 50420 · Pct. 3					750.00	750.00
Total 50400 · Director Fees					1,650.00	1,650.00
<b>50600 · GMA 8 Expenses</b>						
<b>50605 · Technical Committee</b>						
Bill	09/08/2021	Inv 10310	Advanced Groundwater...	Inv 10310	3,162.50	3,162.50
Total 50605 · Technical Committee					3,162.50	3,162.50
Total 50600 · GMA 8 Expenses					3,162.50	3,162.50
<b>50700 · Meals</b>						
Bill	09/08/2021		Card Service Center	TGWA - Dirk	72.28	72.28
Total 50700 · Meals					72.28	72.28
<b>50900 · Travel &amp; Hotel</b>						
Bill	09/08/2021		Card Service Center	TGWA - Dirk	357.44	357.44
Total 50900 · Travel & Hotel					357.44	357.44
Total 50000 · Administrative Expenses					6,180.78	6,180.78
<b>52000 · Salary Costs</b>						
<b>52005 · Administrative Assistant</b>						
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	3,907.59	3,907.59
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	186.08	4,093.67
Total 52005 · Administrative Assistant					4,093.67	4,093.67
<b>52010 · Educational Coord/Support Tech</b>						
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	3,326.59	3,326.59
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	158.41	3,485.00
Total 52010 · Educational Coord/Support Tech					3,485.00	3,485.00
<b>52015 · Manager</b>						
Paycheck	09/29/2021	DD1309	Richard E Aaron	Direct Deposit	6,196.28	6,196.28
Paycheck	09/29/2021	DD1309	Richard E Aaron	Direct Deposit	794.39	6,990.67
Total 52015 · Manager					6,990.67	6,990.67
<b>52025 · Office Assistant/Field Tech</b>						
Paycheck	09/29/2021	DD1308	Corey C Dawson	Direct Deposit	3,322.73	3,322.73
Paycheck	09/29/2021	DD1308	Corey C Dawson	Direct Deposit	0.00	3,322.73
Paycheck	09/29/2021	DD1308	Corey C Dawson	Direct Deposit	77.27	3,400.00
Total 52025 · Office Assistant/Field Tech					3,400.00	3,400.00
<b>52040 · Health Insurance</b>						
Paycheck	09/29/2021	DD1308	Corey C Dawson	Direct Deposit	500.00	500.00
Paycheck	09/29/2021	DD1309	Richard E Aaron	Direct Deposit	500.00	1,000.00
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	-628.34	371.66
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	1,219.72	1,591.38
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	-1,219.72	371.66
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	0.00	371.66
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	616.02	987.68
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	-616.02	371.66
Total 52040 · Health Insurance					371.66	371.66

## Clearwater Underground Water Conservation Profit & Loss Detail September 2021

10/07/21

Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
<b>52045 · Payroll Taxes &amp; Work Comp</b>						
Paycheck	09/29/2021	DD1308	Corey C Dawson	Direct Deposit	241.80	241.80
Paycheck	09/29/2021	DD1308	Corey C Dawson	Direct Deposit	56.55	298.35
Paycheck	09/29/2021	DD1308	Corey C Dawson	Direct Deposit	0.00	298.35
Paycheck	09/29/2021	DD1309	Richard E Aaron	Direct Deposit	464.42	762.77
Paycheck	09/29/2021	DD1309	Richard E Aaron	Direct Deposit	108.61	871.38
Paycheck	09/29/2021	DD1309	Richard E Aaron	Direct Deposit	0.00	871.38
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	214.85	1,086.23
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	50.25	1,136.48
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	0.00	1,136.48
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	216.07	1,352.55
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	50.53	1,403.08
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	0.00	1,403.08
Total 52045 · Payroll Taxes & Work Comp					1,403.08	1,403.08
<b>52050 · Retirement</b>						
Paycheck	09/29/2021	DD1308	Corey C Dawson	Direct Deposit	175.50	175.50
Paycheck	09/29/2021	DD1309	Richard E Aaron	Direct Deposit	337.08	512.58
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	122.81	635.39
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	104.55	739.94
Total 52050 · Retirement					739.94	739.94
<b>52055 · Payroll Expenses</b>						
Bill	09/08/2021		Card Service Center	Payroll exp	10.83	10.83
Total 52055 · Payroll Expenses					10.83	10.83
<b>52060 · Freshbenies</b>						
Check	09/07/2021	Sep21-TS	New Benefits Ltd - Fres...	Freshbenies ...	18.00	18.00
Check	09/07/2021	Sep21-SC	New Benefits Ltd - Fres...	Freshbenies ...	18.00	36.00
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	18.00	54.00
Paycheck	09/29/2021	DD1310	Shelly Chapman	Direct Deposit	-18.00	36.00
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	18.00	54.00
Paycheck	09/29/2021	DD1311	Tristin S Smith	Direct Deposit	-18.00	36.00
Total 52060 · Freshbenies					36.00	36.00
Total 52000 · Salary Costs					20,530.85	20,530.85
<b>53000 · Operating Expenses</b>						
<b>53020 · Advertisement</b>						
Bill	09/28/2021	Inv 80965652	Killeen Daily Herald	Tax Rate Ad ...	520.00	520.00
Bill	09/28/2021	Inv 16669923	Temple Daily Telegram	Tax Rate Adv...	551.25	1,071.25
Total 53020 · Advertisement					1,071.25	1,071.25
<b>53030 · Appraisal District</b>						
Bill	09/28/2021	2022 1st Qtr	Tax Appraisal District - ...	2022 1st Qtr	2,010.00	2,010.00
Total 53030 · Appraisal District					2,010.00	2,010.00
<b>53100 · Clearwater Studies</b>						
<b>53105 · Trinity Studies</b>						
<b>53105.6 · Water Quality Studies</b>						
Bill	09/28/2021	Bill #909271...	USGS	Bill #90927181	12,525.00	12,525.00
Total 53105.6 · Water Quality Studies					12,525.00	12,525.00
Total 53105 · Trinity Studies					12,525.00	12,525.00
<b>53141 · Weather Station Expense</b>						
Bill	09/08/2021		Card Service Center	Live link/bird ...	429.60	429.60
Total 53141 · Weather Station Expense					429.60	429.60

## Clearwater Underground Water Conservation Profit & Loss Detail September 2021

10/07/21

Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
<b>53150 · Water Quality</b>						
Bill	09/28/2021	Inv 12638787	HACH Company	Inv 12638787	87.20	87.20
Bill	09/28/2021	Inv 12625910	HACH Company	Inv 12625910	141.50	228.70
Total 53150 · Water Quality					228.70	228.70
<b>53155 · 3-D Visualization</b>						
Bill	09/08/2021	Inv 123081	Michelle A.Sutherland	Inv 123081	2,000.00	2,000.00
Bill	09/28/2021	Inv #2	Allan R Standen, LLC	Inv #2 2021	12,820.00	14,820.00
Total 53155 · 3-D Visualization					14,820.00	14,820.00
Total 53100 · Clearwater Studies					28,003.30	28,003.30
<b>53300 · Computer Consulting</b>						
<b>53315 · IT Network Sustainment</b>						
Bill	09/08/2021	Inv 17818	Engineer Austin, LLC	Inv 17818	450.00	450.00
Total 53315 · IT Network Sustainment					450.00	450.00
Total 53300 · Computer Consulting					450.00	450.00
<b>53400 · Computer Licenses/Virus Prtctn</b>						
Bill	09/08/2021	Inv 17818	Engineer Austin, LLC	Inv 17818	44.00	44.00
Total 53400 · Computer Licenses/Virus Prtctn					44.00	44.00
<b>53550 · Copier/Scanner/Plotter</b>						
Bill	09/28/2021	Inv 0142433...	Xerox	Inv 014243357	486.56	486.56
Total 53550 · Copier/Scanner/Plotter					486.56	486.56
<b>53600 · Educational Outreach/Marketing</b>						
<b>53605 · Event Cost</b>						
Bill	09/08/2021		Card Service Center	TWCA - Fall ...	250.00	250.00
Bill	09/08/2021		Card Service Center	GoTo Meetin...	5.39	255.39
Bill	09/28/2021	Deposit	Bell County Expo Center	2021 Water s...	900.00	1,155.39
Total 53605 · Event Cost					1,155.39	1,155.39
Total 53600 · Educational Outreach/Marketing					1,155.39	1,155.39
<b>53650 · Furniture &amp; Equipment</b>						
Bill	09/08/2021		Card Service Center	dual monitor ...	74.71	74.71
Total 53650 · Furniture & Equipment					74.71	74.71
<b>53700 · Legal</b>						
<b>53703 · General (rules/accountability)</b>						
Bill	09/08/2021	Inv 97524775	Lloyd Gosselink Attorne...	Inv 97524775	308.20	308.20
Total 53703 · General (rules/accountability)					308.20	308.20
<b>53706 · GMA/DFC/MAG support</b>						
Bill	09/08/2021	Inv 97524822	Lloyd Gosselink Attorne...	Inv 97524822	256.00	256.00
Total 53706 · GMA/DFC/MAG support					256.00	256.00
Total 53700 · Legal					564.20	564.20
<b>53720 · Office Supplies</b>						
Bill	09/08/2021		Card Service Center		18.31	18.31
Bill	09/08/2021		Card Service Center	Living Tree M...	46.90	65.21
Bill	09/28/2021	Inv - IN-144...	Perry Office Plus	Inv IN-1444072	195.74	260.95
Total 53720 · Office Supplies					260.95	260.95
<b>53785 · Mobile Classroom Expense</b>						
Bill	09/08/2021		Card Service Center	Generator re...	87.66	87.66
Total 53785 · Mobile Classroom Expense					87.66	87.66

**Clearwater Underground Water Conservation**  
**Profit & Loss Detail**  
**September 2021**

10/07/21

Accrual Basis

Type	Date	Num	Name	Memo	Amount	Balance
<b>53790 · Vehicle Expense</b>						
Check	09/15/2021	Cefco-Sep21	CEFCO	Fuel	277.43	277.43
Total 53790 · Vehicle Expense					277.43	277.43
Total 53000 · Operating Expenses					34,485.45	34,485.45
<b>54000 · Facility Costs</b>						
<b>54200 · Building Repairs/Maintenance</b>						
Bill	09/28/2021	Inv 121113	Best-Way Carpet Servi...	Inv 121113	195.00	195.00
Bill	09/28/2021	Inv 0002014...	Progressive Protection	Inv 00020145...	121.98	316.98
Total 54200 · Building Repairs/Maintenance					316.98	316.98
<b>54300 · Janitorial Service</b>						
Bill	09/08/2021	Aug2021	Andrea Matl	Aug 2021	300.00	300.00
Bill	09/28/2021	Inv Sept2021	Andrea Matl	Sept 2021	300.00	600.00
Total 54300 · Janitorial Service					600.00	600.00
<b>54400 · Janitorial Supplies</b>						
Bill	09/08/2021		Card Service Center	Cleaning sup...	164.19	164.19
Total 54400 · Janitorial Supplies					164.19	164.19
<b>54500 · Lawn Maintenance/Service</b>						
Bill	09/28/2021	Inv 20317	Greeson Lawn Services...	Inv 20317	225.00	225.00
Total 54500 · Lawn Maintenance/Service					225.00	225.00
<b>54600 · Security</b>						
Bill	09/08/2021	Inv 107471	Progressive Protection	Inv 107471	29.95	29.95
Total 54600 · Security					29.95	29.95
Total 54000 · Facility Costs					1,336.12	1,336.12
<b>55000 · Utilities</b>						
<b>55200 · Electricity</b>						
Bill	09/28/2021	B2109140069	AmeriPower	Inv B210914...	202.88	202.88
Total 55200 · Electricity					202.88	202.88
<b>55300 · Internet</b>						
Bill	09/08/2021	Inv 0192419...	Spectrum	Inv 01924190...	149.99	149.99
Total 55300 · Internet					149.99	149.99
<b>55400 · Phone</b>						
Bill	09/08/2021	Inv 0192419...	Spectrum	Inv 01924190...	159.08	159.08
Total 55400 · Phone					159.08	159.08
<b>55500 · Water/Garbage</b>						
Bill	09/08/2021		City of Belton		173.29	173.29
Total 55500 · Water/Garbage					173.29	173.29
Total 55000 · Utilities					685.24	685.24
Total Expense					63,218.44	63,218.44
Net Ordinary Income					-57,935.38	-57,935.38
<b>Net Income</b>					<b>-57,935.38</b>	<b>-57,935.38</b>





**Clearwater Underground Water Conservation**  
**A/P Aging Detail**  
As of October 6, 2021

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<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
<b>Current</b>						
Total Current						
<b>1 - 30</b>						
Total 1 - 30						
<b>31 - 60</b>						
Total 31 - 60						
<b>61 - 90</b>						
Total 61 - 90						
<b>&gt; 90</b>						
Total > 90						<hr/>
<b>TOTAL</b>						<hr/> <hr/>

Investment Fund - Item #5

TexPool Participant Services  
 1001 Texas Avenue, Suite 1150  
 Houston, TX 77022



## Summary Statement

CLEARWATER UNDERGROUND WCD  
 ATTN DIRK AARON  
 PO BOX 1989  
 BELTON TX 76513-5989

Statement Period 09/01/2021 - 09/30/2021  
 Customer Service 1-866-TEX-POOL  
 Location ID 000079358

### GENERAL FUND - 07935800001

Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance	Average Balance
TexPool	\$487,401.73	\$0.00	-\$47,500.00	\$10.79	\$439,912.52	\$472,068.76
TexPool Prime	\$492,885.78	\$0.00	-\$47,500.00	\$24.74	\$445,410.52	\$479,136.60
Total Dollar Value	\$980,287.51	\$0.00	-\$95,000.00	\$35.53	\$885,323.04	

### ACCOUNT TOTALS

Pool Name	Beginning Balance	Total Deposit	Total Withdrawal	Total Interest	Current Balance
TexPool	\$487,401.73 ✓	\$0.00 ✓	-\$47,500.00 ✓	\$10.79 ✓	\$439,912.52
TexPool Prime	\$492,885.78 ✓	\$0.00 ✓	-\$47,500.00 ✓	\$24.74 ✓	\$445,410.52
Total Dollar Value	\$980,287.51	\$0.00	-\$95,000.00	\$35.53	\$885,323.04

10/7/21  
 AEL

2:28 PM

10/07/21

**Clearwater Underground Water Conservation**  
**Reconciliation Summary**  
10505 · Cash - TexPool, Period Ending 09/30/2021

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	<u>Sep 30, 21</u>	
Beginning Balance		487,401.73
Cleared Transactions		
Checks and Payments - 2 items	-47,500.00	
Deposits and Credits - 1 item	10.79	
Total Cleared Transactions	<u>-47,489.21</u>	
Cleared Balance		<u><b>439,912.52</b></u>
Register Balance as of 09/30/2021		439,912.52
Ending Balance		439,912.52

2:26 PM

10/07/21

**Clearwater Underground Water Conservation**  
**Reconciliation Summary**  
10500 - Cash-TexPool Prime, Period Ending 09/30/2021

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	<u>Sep 30, 21</u>	
Beginning Balance		492,885.78
Cleared Transactions		
Checks and Payments - 2 items	-47,500.00	
Deposits and Credits - 1 item	24.74	
Total Cleared Transactions	<u>-47,475.26</u>	
Cleared Balance		<u><u>445,410.52</u></u>
Register Balance as of 09/30/2021		445,410.52
Ending Balance		445,410.52

Employee Retirement - Item #6

**Plan Administration** | **Reporting**

Plan Name:

**CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT 457 PLAN**

As of: 10/04/2021

[Participant Search](#)

[Sorted by last edit](#)

Plan ID: 613759000 Plan Type: 457

**Summary** | [Calendar](#) | [Payroll](#) | [Participants](#) | [Loans](#) | [Withdrawals](#) | [Financials](#) | [Plan Information](#)

As of:

**10/04/2021**

Balances:

**\$170,597.73**

YTD Contributions:

**\$16,507.40**

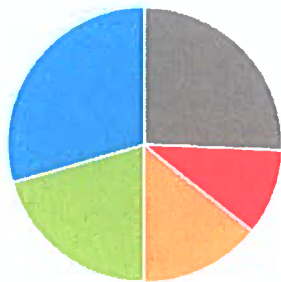
Participants

**5**

**Plan Assets**

**Participation in Plan**

View: [Asset Class](#)



**Asset Class**

- Stable Value  
29.44%
- Large Cap  
20.56%
- Small Cap  
14.29%
- Mid Cap  
10.03%
- Other  
25.68%

Total Balance:  
**\$170,597.73**

**Clearwater Underground Water Conservation**  
**All Payments Issued for Security Benefit**  
December 2020 through September 2021

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<u>Type</u>	<u>Num</u>	<u>Date</u>	<u>Amount</u>
<b>Dec '20 - Sep 21</b>			
Liability Check	4058	12/29/2020	910.80
Liability Check	4059	12/29/2020	739.94
Liability Check	4099	01/27/2021	1,650.74
Liability Check	4103	02/24/2021	1,650.74
Liability Check	4138	03/25/2021	1,650.74
Liability Check	4172	04/28/2021	1,650.74
Liability Check	4201	06/03/2021	1,650.74
Liability Check	4213	06/29/2021	1,650.74
Liability Check	4232	07/28/2021	1,650.74
Liability Check	4259	08/25/2021	1,650.74
Liability Check	4281	09/28/2021	1,650.74
<b>Dec '20 - Sep 21</b>			<b>16,507.40</b>



FY21 Budget Amend - Item #7

*Clearwater Underground  
Water Conservation District*

**STAFF REPORT**

**Board Meeting  
October 13, 2021**

**Agenda Item # 7  
FY21 Budget Amendments**

**Agenda Item # 7 :**

Discuss, consider and take appropriate action if necessary, to approve the **FY21** line-item budget amendments as requested.

**Narrative:**

The CUWCD Staff requested line-item budget amendments as follows:

(This is a simple adjustment between line items.)

Vendor	Line Item	Invoice Amount	Available Funds	Amount Requested	New Balance	From	Available Funds	New Balance
Tom Lovelace	53140-Monitor Well Exp	\$3,180.00	\$2,045.17	\$1,134.83	\$3,180.00	53141-Weather Stations	\$1,418.78	\$283.95
HALFF	53306-DataBase Hosting	\$3,000.00	\$0.00	\$1,800.00	\$1,800.00	53311-Website hosting	\$1,800.00	\$0.00
				\$1,200.00	\$3,000.00	53500-Computer Software/Hardwa	\$2,931.86	\$1,731.85
Lloyd Gosselink	53702-Endangered Spec	\$8,915.00	\$6,264.00	\$2,651.00	\$8,915.00	53703-General Rules/Accountabilit	\$7,815.80	\$5,164.80
LRE (invoice 1)	53731-Permit Review (G	\$810.00	\$0.00	\$810.00	\$810.00	53130.4-Investigations	\$1,022.00	\$212.00
LRE (invoice 2)	53731-Permit Review (G	\$810.00	\$0.00	\$212.00	\$212.00	53130.4-Investigations	\$212.00	\$0.00
				\$598.00	\$810.00	53130.2-Investigations	\$645.00	\$47.00
AGS	50605-GMA8-Technical	\$3,893.00	\$837.50	\$3,012.48	\$3,849.98	50610-GMA8-Administrative	\$3,012.48	\$0.00
				\$43.02	\$3,893.00	50550-Election Exp	\$500.00	\$456.98

**Recommendation:**

Staff recommends making the line item budget amendment as requested.

FY22 Budget Amend - Item #8

**Board Meeting  
October 13, 2021**

**Agenda Item #8  
FY22 Budget Amendments**

**Agenda Item #8:**

Discuss, consider and take appropriate action if necessary, to approve the FY22 line-item budget amendments as requested.

**Narrative:**

The CUWCD Staff requested line item budget amendments for the purpose of:

1. Adjusting line item #54101 (Insurance Liability) and line item #54102 (Insurance – Property) to cover the increase in cost for insurance.

This is a simple adjustment between line items.

Vendor	Line Item	Invoice Amount	Available Funds	Amount Requested	New Balance	From	Available Funds	New Balance
TML	54101-Liability	\$2,003.12	\$1,300.00	\$227.80	\$1,527.80	54104-Worker's Comp	\$227.80	\$0.00
				\$424.84	\$1,952.64	54105-Vehicle Liability	\$424.84	\$0.00
				\$50.48	\$2,003.12	54103-Surety Bonds	\$1,200.00	\$1,149.52
TML	54102-Property	\$1,849.26	\$1,800.00	\$49.26	\$1,849.26	54103-Surety Bonds	\$1,149.52	\$1,100.26

**Recommendation:**

Staff recommends making the line item budget amendment as requested.



Agenda Item #10  
ILA Bell County



DRAFT ILA  
CUWCD / BELL COUNTY  
related to platting & well approvals

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement (“Agreement”) is made and entered into by and between Bell County (“County”), Texas, and the Clearwater Underground Water Conservation District (“District” or “CUWCD”) (collectively, the “Parties”).

### **RECITALS**

WHEREAS, Bell County is a corporate and political body created and operating pursuant to Article IX, Section 1, and Article XI, Section 1 of the Constitution of Texas; the Texas Local Government Code; and the applicable, general laws of the State of Texas;

WHEREAS, CUWCD is a groundwater conservation district and a body politic and corporate, created and operating pursuant to Article XVI, Section 59 of the Constitution of Texas; Chapter 36 of the Texas Water Code; Chapter 8877 of the Texas Special District Local Laws Code; and the applicable, general laws of the State of Texas; and confirmed by the voters of Bell County in August 1999;

WHEREAS, the Parties, each being a political subdivision, and either a county or a special district of the State of Texas, desire to enter this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code;

WHEREAS, Chapter 232 of the Texas Local Government Code requires applicants to acquire a plat from the Bell County Commissioners Court prior to subdividing a tract of land located outside the limits of a municipality (“Rural Tract”);

WHEREAS Section 232.0032 of the Texas Local Government Code empowers Bell County to require applicants seeking to plat a subdivision for which groundwater is intended to be the source of supply to provide a statement prepared by an engineer licensed to practice in Texas or a geoscientist licensed to practice in Texas certifying that adequate groundwater is available for the subdivision in accordance with 30 Texas Administrative Code, Chapter 230 (the “Certification”);

WHEREAS, the County, in evaluating subdivision plat applications for Rural Tracts utilizing groundwater as the source of water supply, requires such Certification;

WHEREAS, the County is acting pursuant to Chapter 232 of the Texas Local Government Code, 30 Texas Administrative Code, Chapter 230, the Bell County On-Site Sewage Facilities Program Rules, and the rules and regulations adopted by the Bell County Commissioners Court governing the subdivision of land;

WHEREAS, the CUWCD Board of Directors, in accordance with Section 59 of Article XVI of the Texas Constitution, Chapter 36 of the Texas Water Code, and the District’s enabling act, has adopted rules and best practices for the District, to simplify procedures, avoid delays, and facilitate the administration of the water laws of the State and the rules of this District in approving both exempt and non-exempt wells in the District’s jurisdiction for a defined beneficial use and needs assessment;



WHEREAS, the Parties agree that coordinating efforts in evaluating the availability of groundwater as the source of water intended to supply a subdivision is mutually advantageous, and benefits the public;

WHEREAS, pursuant to Section 232.0032 of the Texas Local Government Code and Title 30, Chapter 230 of the Texas Administrative Code the Parties receive a Certification from plat applicants;

WHEREAS, 30 Texas Administrative Code, Chapter 230 does not replace other state and federal requirements applicable to public drinking water supply systems, the general authority of counties as prescribed by the Texas Local Government Code, or the authority of groundwater conservation districts under Texas Water Code, Chapter 36;

WHEREAS, the County has the exclusive and final authority to grant or deny plat applications;

WHEREAS, the District has the exclusive and final authority to grant or deny groundwater drilling and operating permits;

WHEREAS, the purpose of this Agreement is to ensure that prior to receiving an approved plat from the County, or a drilling or operating permit from the District, plat applicants seeking to subdivide a Rural Tract of land in Bell County that relies on groundwater, (1) certify adequate groundwater availability, and (2) comply with the District's rules concerning tract size, well spacing, and groundwater production for a defined beneficial use; and

WHEREAS, Bell County and the CUWCD share a common interest in continuing to develop new science and better understand the causal relationship between groundwater production and the condition of the aquifer systems in Bell County;

THEREFORE, in consideration of the mutual promises, obligations, and benefits to be derived by the Parties pursuant to this Agreement, Bell County and the CUWCD each agree as follows:

**ARTICLE I  
AUTHORIZATION AND PURPOSE**

**1.1 Authority and Purpose.**

- (a) This Agreement is entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, the Texas Water Code, Chapter 36, the Texas Local Government Code and other applicable law.
- (b) The purpose of this Agreement is to facilitate effective implementation of the County and District's rules and regulations concerning Rural Tract plat applications by ensuring that prior to receiving an approved plat from the County, or a drilling or operating from the District, plat applicants seeking to subdivide a Rural Tract of land in Bell County that relies on groundwater, (1) certify adequate groundwater availability, and (2) comply with the District's rules concerning tract size, well spacing, and groundwater production for a defined beneficial use.

**ARTICLE II  
DUTIES OF THE PARTIES**

- 2.1 Communication.** Parties agree to timely and effectively communicate and coordinate in the execution and Implementation of this Agreement, and to assist each other in approving, partially approving or denying plat applications for the County, or a drilling or operating applications for the District, where groundwater is the proposed source for domestic use under a proposed plat.
- 2.2 County's Duties.** Upon the receipt of an operating or drilling permit application for a well or well site located on a Rural Tract, as herein defined, and which is the subject of an imminent or pending plat application, the District shall provide the relevant application information to the County, and the County agrees to act as follows:
- a. Timely respond to the District by verifying tract location and legal access in connection with the pending operating or drilling permit application.
  - b. Verify whether a plat application and/or a Certification has been received.
  - c. Coordinate with the District to ensure the applicant has complied with all relevant County and District regulatory standards, rules, and the laws and regulations governing subdivision platting and groundwater production in Bell County, Texas.
- 2.3 District's Duties.** Upon the receipt of a plat application or Certification, the County shall provide the relevant plat application information and/or the Certification to the District, and the District agrees to act as follows:
- d. Consult with any and all applicants regarding the proposed plats;
  - e. Using the best available science and complying with all applicable laws, prepare an administrative determination that the information in the Certification is correct and sufficiently certifies adequate groundwater is available for the subdivision;
  - f. Verify that a plat application, for which groundwater is the intended supply, complies with the District's rules, including those concerning tract size, well spacing, and groundwater production for a defined beneficial use.
  - g. Conduct prior site verification and well completion inspections necessary to confirm that the well owner's investment is proper and completed to District rules and well completion standards.

**ARTICLE III  
GENERAL PROVISIONS**

- 3.1 Recitals.** The recitals herein stated are correct, agreed upon, and hereby incorporated by reference and made a part of this Agreement.
- 3.2 Obligations of the Parties.** Parties agree to be bound by this Agreement, and to work in good faith toward achieving its purpose and the functions described herein.
- 3.3 Amendment.** The Parties, and their respective designees, may propose an amendment to this Agreement. An amendment to this Agreement is adopted if the governing bodies of each of the Parties adopt the amendment and furnish the Administrator with certified copies of the adopting resolutions.
- 3.4 Notices.** To be effective, any notice provided under this Agreement must be in writing, and shall be deemed to have been received for all purposes upon the earlier to occur of hand delivery or three (3) days after the same is mailed by U.S. Postal Service certified or registered mail, return receipt requested, and addressed as follows:

If to Bell County:  
Bell County Judge  
The Honorable David Blackburn  
P.O. Box 768  
Belton, TX 76513

If to Clearwater UWCD:  
General Manager,  
Mr. Dirk Aaron  
P.O. Box 1989  
Belton, TX 76513  
Waco, TX 76714

- 3.5 Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas, and shall be fully enforceable in Bell County.
- 3.6 Formal Matters.** The relationship between the Parties under this Agreement shall be that of independent contractors, and not that of partners, joint ventures, or any other relationship. This Agreement sets out the entire agreement of the Parties in connection with the subject matter addressed herein, and may be modified or amended only in accordance with this Agreement.

- 3.7 Voluntary Removal.** At any time, a Party at its own discretion may deem it is in its own best interest to voluntarily terminate its participation in this Agreement. Such termination shall be effective 30 (thirty) days after the terminating Party delivers written notice of termination to the other Parties. The Parties shall have no additional liability to one another for termination under this section.
- 3.8 Prior Agreements Superseded.** This Agreement constitutes the entire Agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.
- 3.9 Assignment.** No Party may assign its rights, privileges and obligations under this Agreement in whole, or in part, without the prior written consent of the other Parties. Any attempt to assign without such approval shall be void.
- 3.10 Construction.** In case any one or more of the provisions contained herein shall be held to be for any reason invalid, illegal, or unenforceable in any respect, the remaining provisions of the Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision, or by reason of the status of the respective Parties.
- 3.11 Legal Compliance.** Parties, their officials, employees, designees, and agents shall comply with all applicable federal, state, and local laws and ordinances related to the work and services performed under this Agreement.
- 3.12 Force Majeure.** No Party shall be responsible for delays or lack of performance by such entity or its officials, employees, designees, or agents that result from acts beyond that Party's reasonable control, including acts of God, strikes or other labor disturbances, pandemics or epidemics, or delays by federal or state officials in issuing necessary regulatory approvals and/or licenses. In the event of any delay or failure excused by this Section, the time of delivery or of performance shall be extended for a reasonable time period to accommodate the delay.
- 3.13 Multiple Counterparts.** This Agreement may be executed in separate identical counterparts by the Parties and each counterpart, when so executed and delivered, will constitute an original instrument, and all such separate identical counterparts will constitute but one and the same instrument.
- 3.14 No Third Party Beneficiary.** The terms and provision of this Agreement are intended solely for the benefit of each Party hereto, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other person or entity.

**IN WITNESS WHEREOF**, the Parties hereto, acting, under the authority of the respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, effective on the date signed by each Party, the latest of which shall be the Effective Date.

Agreed upon and approved by:

BELL COUNTY, TEXAS *acting by and through its Commissioners Court*

Attest:

\_\_\_\_\_

County Official

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

\_\_\_\_\_

County Clerk

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

CLEARWATER UNDERGROUND WATER CONSERVATION DISTRICT

Attest:

\_\_\_\_\_

President, Board of Directors

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

\_\_\_\_\_

Secretary, Board of Directors

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