

**INTERLOCAL CONTRACT BETWEEN THE
TEXAS WATER DEVELOPMENT BOARD
AND THE
LOWER COLORADO RIVER AUTHORITY**

Article 1. Introduction

Section 1.01: The Parties

THIS CONTRACT ("Contract") is entered into by and between the TEXAS WATER DEVELOPMENT BOARD ("TWDB"), an agency within the executive department of the State of Texas and having its principal office in Austin, Texas, and the LOWER COLORADO RIVER AUTHORITY ("LCRA"), a conservation and reclamation district of the State of Texas with its principal office in Austin, Texas. The TWDB and LCRA may be referred to in this Contract individually as a "Party" and collectively as the "Parties."

Section 1.02: Authority to Contract

This Contract is entered pursuant to the authority granted by the Interlocal Cooperation Act, Texas Government Code, Chapter 791, Texas Water Code §6.190, and Chapter 7, Acts of the 43rd Legislature, 4th Called Session, 1934.

Section 1.03: Construction of Agreement

(a) Scope of Article

The provisions of this Article 1 are intended to be a general introduction to this Contract and are not intended to expand the scope of the Parties' obligations under this Contract or alter the plain meaning of the terms and conditions of this Contract. References in this Contract to the State are interpreted, as appropriate, to mean or include TWDB.

(b) Severability

If any provision of this Contract is construed to be illegal or invalid, such interpretation shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed stricken and deleted to the same extent and effect as if it was never incorporated into this Contract, but all other provisions shall remain in full force and effect.

(c) *Headings*

The Article and Section headings in this Contract are for reference and convenience only and may not be considered in the interpretation of this Contract.

(d) *Global Drafting Conventions*

- (1) The terms "include," "includes," and "including" are terms of inclusion and, where used in this Contract, are deemed to be followed by the words "without limitation."
- (2) Any references to "Sections," "Articles," "Exhibits," or "Attachments" are deemed to be references to Sections, Articles, Exhibits, or Attachments to this Contract.

Section 1.04: No Implied Authority

Neither Party delegates authority to the other as a result of this Contract.

Article 2. General Terms and Conditions

Section 2.01: Agreement of Terms and Conditions

The Parties agree that the following terms and conditions apply to the Services and Deliverables to be provided by LCRA under this Contract in consideration of certain payments to be made by the TWDB.

Section 2.02: Term of the Contract

This Contract shall be in effect from September 1, 2017 until August 31, 2018 ("Expiration Date") and will terminate on the Expiration Date unless terminated sooner or extended in accordance with the terms of this Contract. However, invoices may be submitted after the Expiration Date for work performed before or on the Expiration Date of this Contract.

Section 2.03: Services and Deliverables Provided by LCRA

The LCRA will provide all services and deliverables as outlined in the Scope of Work (Exhibit A).

Section 2.04: Payment by the TWDB

- a) The TWDB agrees to compensate and reimburse the LCRA in a total amount not to exceed \$196,000.00 for costs incurred by the LCRA pursuant to performance of this Contract.
- b) The LCRA shall submit invoices and documentation in accordance with the approved fee schedules contained in Exhibit E to this Contract. The fee only applies

to normal turn-around samples (i.e., those listed in Exhibit E only), which is approximately 15 working days for the tests quoted. Invoices will summarize number of samples analyzed, cost, and date of service.

1. The LCRA and its subcontractors shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the TWDB. Accounting by the LCRA and its subcontractors, if applicable, shall be in a manner consistent with generally accepted accounting principles.

Section 2.05: Points of Contact

All correspondence between the parties shall be made to the following addresses:

For the **TWDB:**

Contract Issues:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For the **LCRA:**

Dale Jurecka, Manager
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767
dale.jurecka@lcra.org

Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767
dale.jurecka@lcra.org

Lower Colorado River Authority
3700 Lake Austin Blvd
Austin, Texas 78767

Section 2.06: No Debt Against the State

This Contract shall not be construed as creating any debt by or on behalf of the State of Texas, and all obligations of the TWDB are subject to the availability of funds. TWDB shall ensure funds are available prior to requesting services under this Contract

Section 2.07: No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or liability that LCRA, TWDB, or the State of Texas may have by operation of law.

Article 3. Modifications and Termination

Section 3.01: Modifications Must Be In Writing

No modification of any provision of this Contract shall be effective unless such modification is in writing and signed by authorized representatives of each Party and is expressly stated to be a modification of this Contract.

The Contract may be renewed for up to one (1) year, beginning September 1, 2018 thru August 31, 2019, provided all existing terms and conditions remain in full force and upon mutual agreement of both parties. The renewal, if exercised, is to be executed in the form of a contract amendment to be issued by TWDB no sooner than ninety (90) days prior to the expiration date of the initial contract, and no later than the final day of the initial contract period.

Section 3.02: Termination of Contract

(a) This Contract will terminate upon its Expiration Date unless, in accordance with Section 3.01, it is modified to extend its duration.

(b) Either Party may terminate this contract prior to its stated Expiration Date by providing the other Party with at least 14 days prior written notice of intention to terminate.

Article 4. Terms and Conditions of Payment

Section 4.01: Contract Pricing and Spending Limit

(a) LCRA agrees to provide the Services and Deliverables described in Section 2.03 of this Contract according to the Fee Schedules as shown in Exhibit E of this contract. In no event shall the total costs to the TWDB under this Contract exceed \$196,000.00. TWDB shall be responsible for tracking their spending for purposes of this Contract.

(b) LCRA further agrees that no other charges for tasks, functions, or activities that are incidental or ancillary to the delivery of the Services and Deliverables will be sought from TWDB.

(c) Should the TWDB request additional analytes or additional tasks, functions, or activities LCRA and the TWDB will endeavor to reach mutually acceptable pricing for such changes. If an agreement is not reached, no changes will be allowed.

(d) Shipping costs for sample containers will be passed through to the TWDB at the cost stated in Exhibit E. The TWDB will take care to ensure proper handling, storage, use, and protection against loss or theft of sample containers

Section 4.02: Invoices

(a) Unless otherwise noted in the Scope of Work (Exhibit A), LCRA will be paid based upon invoices submitted to the TWDB for work performed. LCRA will submit invoices for Services and Deliverables to the TWDB Contract Administration Division no more frequently than once per month.

(b) Upon TWDB's request, LCRA will provide supporting documentation to the degree of detail necessary to resolve any review, examination, inquiry, or audit by TWDB.

Section 4.03: Time and Manner of Payment

Payments under this Contract will be made in accordance with the Texas Prompt Payment Act, Chapter 2251, Government Code. In the event TWDB disputes payment of an invoice for purposes of enforcing a remedy or obtaining set-off against payments due, TWDB may limit payments in accordance with Section 4.04 of this Contract.

Section 4.04: Disputed Fees

If TWDB disputes payment of all or any portion of an invoice from LCRA, TWDB will notify LCRA's assigned Project Manager of such dispute and both Parties shall attempt, in good faith, to resolve the dispute. TWDB will not be required to pay any disputed portion of an LCRA invoice before the dispute is resolved. Notwithstanding any such dispute, LCRA must continue to perform the Services and produce Deliverables in compliance with the terms of this Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid by TWDB.

Article 5. Assurances and Certifications

Section 5.01: No Lobbying

No lobbying, as defined by Federal and State law, will be performed under or related to this Contract.

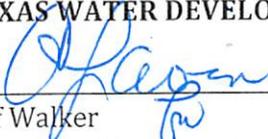
Article 6. Authority of State Auditor's Office:

By executing this Contract, the LCRA accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this Contract. The LCRA shall comply with and cooperate in any such investigation or audit. The LCRA also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

WHEREFORE, TWDB hereby acknowledges and affirms that the Services and Deliverables described herein, including all exhibits and attachments hereto, are both necessary and authorized. The Parties hereto certify, by signing in the spaces provided below, that this

Contract neither requires nor permits either entity to exceed its duties and responsibilities or the limitations of its funding. The Parties hereto bind themselves to the faithful performance of their respective obligations under this Contract. This Contract is not valid unless signed by duly authorized representatives of both Parties, and may not be amended except in writing and signed by both Parties hereto. The Contract's Effective Date shall be the date of the last signature below.

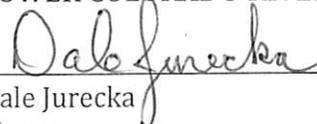
TEXAS WATER DEVELOPMENT BOARD



Jeff Walker
Executive Administrator

Date: 11-9-18

LOWER COLORADO RIVER AUTHORITY



Dale Jurecka
Manager
Environmental Laboratory Services



Date: 11/2/18

Exhibit A

Scope of Work

1. The requested Services and corresponding deliverables are as follows:

(a) Scope: The analysis of constituents listed in Exhibits B and C of up to 1,000 samples during a one (1) year period. All Services provided must be tested in conformance with the United States Environmental Protection Agency (EPA) methodology.

(b) Standards: LCRA will perform Services on the parameters requested and will complete all analyses according to the procedures set forth in "Standard Methods for the Examination of Water and Wastewater," current edition, or in "Methods for Chemical Analysis of Water and Wastewater," current edition. If a standard method is not available, the analytical method used must be a method approved by the TWDB's Groundwater Quality Program Supervisor.

(c) Provision of Sampling Materials: LCRA must provide sample containers, including those with pre-measured preservation acids of appropriate concentration as necessary, to the TWDB and their cooperating sampling entities at no additional cost for routine (in-house) and subcontracted parameters. The LCRA will ship and assess a shipping/handling and work order management fee for subcontract work and obtain approval from the TWDB prior to shipment. LCRA must retain the (in-house) samples for 30 days after the Final Analytical Report has been submitted to the TWDB in the event that the TWDB requests re-testing. The TWDB will use the LCRA Environmental Laboratory Chain of Custody Record as provided with each sample or batches of samples.

(d) Re-testing: The TWDB may request re-testing of any questionable analytical results. The re-test must be performed in compliance with the holding time of the sample whenever possible. The cost of the re-test will be absorbed by LCRA if the re-test produces different results, or whenever a cation/anion imbalance of greater than five percent (>5%) occurs. If the results of the re-test are the same, the TWDB will pay for the cost of re-testing.

(e) Sample logging: For samples that require both major ions and isotope analyses, LCRA must assign one work order number for routine (in-house) samples and a separate work order number for subcontracted analyses.

(f) Lab Analysis of Major Ions and Trace Elements: LCRA will analyze all constituents listed in Exhibit B within one month from the receipt of date shown on the chain of custody. The TWDB may add or remove, at its discretion, additional analytes to this list during the period of the contract after discussion with LCRA about appropriate cost adjustments.

(g) Lab Analysis of Isotopes and Radiogenic Constituents: LCRA will subcontract the analysis of all constituents listed in Exhibit C and may add other labs after

consultation with TWDB. LCRA may subcontract with other laboratories after consulting with the labs and upon prior approval by the TWDB. The TWDB may add or remove, at its discretion, individual analytes during the period of this contract.

(h) Delivery of Samples: LCRA must be able to receive the samples in Austin, Texas, Monday through Friday, 8:00 a.m. to 6:00 p.m., Central Standard Time.

(i) Delivery of Results: LCRA must submit the final analytical reports for analyses run in-house by work order, throughout the fiscal year, electronically (PDF and EDD--electronic data deliverable, as noted in Section 2.03) to the TWDB within 15 working days of completion of analysis. The PDF report must include the laboratory identification number, the state well number, the client identification number, the sample collection date, the analytical results, the methods used, the units of measure, the practical quantitative limits, the date analyzed, the analyst of record, and the STORET code for each analyte.

(j) Inspections: LCRA will allow inspection of its laboratory facilities and its analytical processes prior to award of a contract as well as during the term of the contract by TWDB. TWDB shall provide reasonable notice of such visit and work with LCRA to minimize business disruption during the inspection.

(k) Invoicing: LCRA will provide TWDB a final monthly invoice upon completion of analysis and after lab results have been provided, electronically, in PDF and EDD. Each invoice will include the individual analytes processed and the cost per method, number of samples analyzed, the total cost of the samples, and the dates of service.

(l) Billing Errors: Billing errors discovered by either Party will be reported and corrected at any time after invoice submittal, including after the contract period has ended.

2. SUBCONTRACTORS. Subcontractors providing Services under the Contract shall meet the same requirements and level of experience as required of LCRA. No subcontractor shall relieve LCRA's responsibility for ensuring the requested services are provided. Contractors planning to subcontract all or a portion of the work to be performed for the analysis of constituents shall identify the proposed subcontractors with the understanding that the subcontractors are subject to TWDB approval.

Exhibit B

List of Routine Analytes (to be analyzed with specified methodology or instrument, if applicable) and Cation/Anion Balance

Alkalinity, Total
Alkalinity, Phenol
Bromide
Chloride
Fluoride
Nitrate, nitrite/nitrate, Automated Flow Analysis (AFA)
Silica
Sulfate
Aluminum, dissolved, Inductively Coupled Plasma Mass Spectrometer (ICPMS)
Antimony, dissolved, ICPMS
Arsenic, dissolved, ICPMS
Barium, dissolved, ICPMS
Beryllium, dissolved, ICPMS
Boron, dissolved
Cobalt, dissolved, ICPMS
Copper, dissolved, ICPMS
Iron, dissolved
Lead, dissolved, ICPMS
Lithium, dissolved, ICPMS
Manganese, dissolved, ICPMS
Molybdenum dissolved, ICPMS
Selenium, dissolved, ICPMS
Strontium, dissolved
Thallium, dissolved, ICPMS
Vanadium, dissolved, ICPMS
Zinc, dissolved, ICPMS
Calcium, dissolved
Magnesium, dissolved
Phosphorus, dissolved
Potassium, dissolved
Sodium, dissolved
Cadmium, dissolved, ICPMS
Chromium, dissolved, ICPMS
Uranium, dissolved, ICPMS
Cation/Anion Balance
Alkalinity, Bicarbonate
Alkalinity, Carbonate
Alkalinity, Hydroxide
Mercury

Exhibit C

List of Isotopic and Radiogenic Analytes (to be analyzed with lab(s) as listed and methodology or instrument, if applicable)

Tritium (secondary enrichment)

Tritium-Helium

Carbon-14 with carbon-13 correction, Accelerator Mass Spectrometry Technique (AMS Technique)

Oxygen-18

Deuterium

Strontium-87/Strontium-86

Gross Alpha, total

Radium (226/228)

Current List of Isotope Laboratories that may be amended after discussion and as approved according to Exhibit A, Item G.

Summit Environmental Technologies – RAD analyses

Isotope Lab, 54-1117, EAPS, Massachusetts Institute of Technology – Strontium 87/86

Isotech – 18O/2H

U Miami – 3H

Beta Analytic – C14/13

Exhibit D

Example of electronic data format for submittal of analysis results by state well number

update dbo.waterqua set q00415_phen_alk = 0, q00415_flag = "<" where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00937_potass_mgl = 7.86, q00937_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00910_calcium_mgl = 44.4, q00910_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00951_fluoride_mg = 0.60, q00951_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00410_total_alk = 216, q00410_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00940_chloride_mg = 235, q00940_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00945_sulfate_mgl = 48.0, q00945_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q01080_strontium = 1.1, q01080_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00920_magnes_mgl = 18.3, q00920_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00929_sodium_mgl = 170, q00929_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q71850_nitrate_mgl = 0.02, q71850_flag = "<" where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
update dbo.waterqua set q00955_silica_mgl = 28.1, q00955_flag = " " where
state_well_number = 8455328 and mm_date = 09 and dd_date = 24 and yydate = 2008;
insert into dbo.infreqconst values (8455328,09,24,2008,"1","01145"," ", " 6.76",null);
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insert into dbo.infreqconst values (8455328,09,24,2008,"1","71870"," ", " 1.08",null);
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insert into dbo.infreqconst values (8455328,09,24,2008,"1","01020"," ", "628",null);
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insert into dbo.infreqconst values (8455328,09,24,2008,"1","50938"," ", "2.71",null);
insert into dbo.infreqconst values (8455328,09,24,2008,"1","01075","<"," 1.02",null);
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