

**Interlocal Agreement
between
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
and
CITY OF MCKINNEY
for
TEXAS WATER DEVELOPMENT BOARD
EARLY FLOOD-WARNING SYSTEM GRANT**

1. PARTIES

This Interlocal Agreement (“AGREEMENT”) is entered into by and between the parties named below. Neither the Texas Water Development Board (TWDB) nor the State of Texas is a party to this AGREEMENT. This AGREEMENT, including all Attachments, represents the entire AGREEMENT between the parties.

Funding Agency: North Central Texas Council of Governments
Herein referred to as: NCTCOG

Participating Entity: City of McKinney
Herein referred to as: MCKINNEY

2. PURPOSE

The purpose of this AGREEMENT is to define the scope of services and to define MCKINNEY’s role as subrecipient of funds for implementation of the provisions of the NCTCOG Early Flood Warning Detection Project (“Project”) funded by the Texas Water Development Board (TWDB) planning grant to develop an early flood warning system.

3. SERVICES

For the Project, MCKINNEY shall complete all work as specified in this AGREEMENT, and all Attachments. The following Attachments are attached and incorporated into this AGREEMENT:

- Attachment A – Work Program and Responsibilities
- Attachment B – Project Budget
- Attachment C – Reporting and Deadlines
- Attachment D – Request for Reimbursement Form
- Attachment E – In-Kind Match Tracking Form
- Attachment F – One Rain Service Order Form and Master Services Agreement

Appendix A - TWDB Contract No. 1600012047 (including Amendment No. 1)

MCKINNEY shall perform such services as may be necessary to accomplish the work required under this AGREEMENT, in accordance with the funding and contractual requirements found in TWDB Contract No. 1600012047 (Appendix A) and any and all applicable law. MCKINNEY shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by MCKINNEY under this AGREEMENT.

The obligations of MCKINNEY under this Article are in addition to MCKINNEY's other express or implied assurances under this AGREEMENT or applicable law.

Neither NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performance of this AGREEMENT; and MCKINNEY shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney's fees and court costs caused by MCKINNEY negligent performance of any of the services furnished under this AGREEMENT.

4. TERM OF AGREEMENT

This AGREEMENT is effective on date of execution and shall terminate on December 31, 2023, unless terminated earlier as provided herein. Unless otherwise provided in this Agreement, upon termination, MCKINNEY shall maintain ownership of the equipment for the life of the equipment.

5. FUNDING

The funding amount under this AGREEMENT will not exceed \$75,425.26. A local match (cash or in-kind) as shown in the approved project budget (Attachment B) is required for the receipt of the state funding. In-Kind Match shall be provided for this Project as needed and by the expiration date of this AGREEMENT in 2023. The final budget will be agreed upon by both parties and any amendments to the budget in Attachment B will adhere to the terms detailed in Section 9 in this AGREEMENT.

6. REIMBURSEMENTS AND PAYMENTS

All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment B and D. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment B, D, and E.
- NCTCOG is not liable to MCKINNEY for costs paid or performance rendered by MCKINNEY before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by MCKINNEY and billed to NCTCOG by August 31, 2019 in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by MCKINNEY in the performance of this Agreement that have not been billed to NCTCOG by August 31, 2019.
- Reimbursement requests from MCKINNEY will receive payment in thirty (30) days from the receipt of complete and accurate documentation.

MCKINNEY must submit a Request for Reimbursement Form at least quarterly (even if no funds were spent), but not more frequently than once a month. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of MCKINNEY to comply with the conditions

set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make reimbursement or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the MCKINNEY or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to MCKINNEY until the funds are returned or are applied to other authorized expenses.

7. TERMINATION

Termination for Cause. Either party reserves the right to terminate this AGREEMENT for cause in whole or in part. Notice of termination must be provided in writing, shall set forth the reasons for termination, and shall provide for a minimum of 30 days to cure the defect (non-monetary) or 10 days to cure (monetary). Termination is effective only in the event the party fails to cure the defect within the period stated in the termination notice including any written extensions. If the AGREEMENT is terminated, NCTCOG shall only be liable for payment for services rendered before the effective date of termination. If AGREEMENT is terminated, certain reporting requirements identified in this AGREEMENT shall survive termination of this AGREEMENT.

If this AGREEMENT is terminated for any reason prior to satisfactory performance of MCKINNEY work or the completion of the activities associated with this AGREEMENT, then the TWDB may require the return of purchased equipment to the TWDB or may allow MCKINNEY to reimburse the TWDB and maintain ownership of the equipment. Upon delivery of the final report, which will be prepared and submitted to the TWDB by NCTCOG by August 31, 2019, MCKINNEY will maintain ownership of the equipment.

Termination for Convenience. NCTCOG may terminate this AGREEMENT for convenience, upon providing 10 days' written notice to MCKINNEY.

Upon receipt of a termination notice, MCKINNEY shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by MCKINNEY in performing this AGREEMENT, whether completed or in progress.

The Parties may terminate this AGREEMENT at any time by mutual written concurrence. Termination shall not prejudice any other right or remedy of NCTCOG or MCKINNEY.

8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

Representatives. The representatives identified herein are authorized to give and receive communications and direction on behalf of NCTCOG and MCKINNEY, as indicated below. All communications, including official AGREEMENT notices, must be addressed to the appropriate

representative, or his or her designee. Either party may change its representative via electronic communications.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in agreement, unless NCTCOG's Executive Director has expressly delegated such authority. The designated NCTCOG representative will provide direction to MCKINNEY on contractual and technical matters.

Project Representative:

Mia Brown, Environment & Development
Planner
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL (817) 695-9227 FAX (817) 695-9191
Email: mbbrown@nctcog.org

Alternate Contact to Project Representative:

Tamara Cook, Environment & Development
Senior Program Manager
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL: (817) 695-9221 FAX: (817) 695-9191
Email: tcook@nctcog.org

MCKINNEY hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of MCKINNEY as the Project Representative in technical matters:

Project Representative:

Karen Adkins
Emergency Manager
2200 Taylor-Burk Dr.
McKinney, TX 75071
TEL: (972) 547-2868
FAX: (972) 547-2858
Email: kadkins@mckinneytexas.org

Alternate Contact to Project Representative:

Randall Gurney
Asst. Emergency Management Coordinator
2200 Taylor-Burk Dr.
McKinney, TX 75071
TEL: (972) 547-2866
FAX: (972) 547-2858
Email: rgurney@mckinneytexas.org

Electronic Signatures. Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

9. AGREEMENT AMENDMENTS

This AGREEMENT may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this AGREEMENT which are required by changes in Federal and State law or regulations or required by the funding source are automatically incorporated into this AGREEMENT without written amendment hereto and shall become effective on the date designated by such law or regulation.

The PARTIES reserve the right to amend this AGREEMENT throughout the term of this AGREEMENT to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for AGREEMENT changes. AGREEMENT changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. AGREEMENT

changes such as: 1) an increase or decrease in the amount of compensation to MCKINNEY; 2) an extension or shortening of the term of the AGREEMENT; 3) a significant change, as deemed by NCTCOG, in the scope of the AGREEMENT or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the AGREEMENT signed by both parties.

10. PROGRESS REPORTING REQUIREMENTS

MCKINNEY shall prepare and submit to NCTCOG quarterly progress, summary, and results reports in accordance with Attachment C. For any changes to the reporting due dates, MCKINNEY must obtain written prior approval for an extension from NCTCOG. All required reports may be submitted electronically to NCTCOG.

11. GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Texas and the federal laws of the United States without regard to their choice of law provisions.

12. DISPUTE RESOLUTION

The parties to this AGREEMENT agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this AGREEMENT informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.

13. LIMITATION OF LIABILITY

In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this AGREEMENT, whether arising from a breach of AGREEMENT or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Section with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

14. INDEMNIFICATION

To the extent permitted by law, both Parties shall defend, indemnify, and hold harmless the other party, and any of their respective directors, officers, employees, agents, SUBCONTRACTORS, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this AGREEMENT; (ii) breach of any obligation, warranty,

or representation in this AGREEMENT, (iii) the negligence or willful misconduct of the other Party and/or its employees or SUBCONTRACTORS; or (iv) any infringement, misappropriation, or violation by the other Party and/or its employees or SUBCONTRACTORS of any right of a third party; provided, however, that each Party shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of the other Party's gross negligence or willful misconduct.

15. SUBCONTRACTORS

For the purposes of this AGREEMENT, a SUBCONTRACTOR is defined as any business which MCKINNEY hires to perform work as scoped in the Project.

Each contract entered into to perform required work under this AGREEMENT must contain the following provisions:

- a. A clause that states that the parties shall not construe this subcontract and AGREEMENT as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this subcontract transcends the biennium in which this subcontract is entered into, this subcontract is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
- b. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the SUBCONTRACTOR and for each category of reimbursable expenses;
- c. A clause stating that the subcontract is subject to audit by the Texas State Auditor's Office and requiring the SUBCONTRACTOR to cooperate with any request for information from the Texas State Auditor, as further described in Article X, Section 1, Paragraph D of TWDB Contract No. 1600012047 (Appendix A);
- d. A clause stating that payments under the subcontract are contingent upon the appropriation of funds by the Texas Legislature, as further described in Article X, Section 1 of TWDB Contract No. 1600012047 (Appendix A);
- e. A clause stating that data, materials and work papers, in any media, that are gathered, compiled, adapted for use or generated by the SUBCONTRACTOR become data, materials and work owned by the TWDB and that SUBCONTRACTOR has no proprietary rights in such data, materials and work papers, except as further described in Article V of TWDB Contract No. 1600012047 (Appendix A);
- f. A clause stating that SUBCONTRACTOR shall keep timely and accurate books and records of accounts according to generally acceptable accounting principles as further described in Article X, Section 2, Paragraph G of TWDB Contract No. 1600012047 (Appendix A);

- g. A clause stating that SUBCONTRACTOR is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that SUBCONTRACTOR is solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
- h. A clause stating that SUBCONTRACTOR is an independent contractor and that the TWDB shall have no liability resulting from any failure of SUBCONTRACTOR that results in breach of contract, property damage, personal injury or death.

16. RECORDS AND AUDITING

This AGREEMENT is subject to audit by the Texas State Auditor's Office and requires MCKINNEY and any SUBCONTRACTOR to cooperate with any request for information from the Texas State Auditor, as further described in Article X, Section 1, Paragraph D in the TWDB Grant Contract No. 1600012047 (Appendix A);

By executing this AGREEMENT, MCKINNEY 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 AGREEMENT. MCKINNEY shall comply with and cooperate in any such investigation or audit. MCKINNEY agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. MCKINNEY also agrees to include a provision in any subcontracts related to this AGREEMENT that requires the SUBCONTRACTORS to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontracts.

Records Location. MCKINNEY designates the following (physical) location for record access and review pursuant to any applicable provision of this AGREEMENT.

**McKinney City Hall
222 N. Tennessee Street
McKinney, TX 75069**

17. STANDARDS OF PERFORMANCE

- a. MCKINNEY shall assign only qualified personnel to perform the services required under this AGREEMENT. MCKINNEY shall be responsible for ensuring that any SUBCONTRACTOR utilized shall also assign only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skills and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- b. MCKINNEY shall provide the services and deliverables in accordance with applicable professional standards. MCKINNEY represents and warrants that MCKINNEY is authorized to acquire SUBCONTRACTORS with the requisite

qualifications, experience, personnel and other resources to perform in the manner required by this AGREEMENT.

- c. MCKINNEY represents and warrants that neither MCKINNEY nor any firm, corporation, partnership, or institution represented by MCKINNEY, or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under the Texas Business & Commerce Code, Chapter 15 of the federal antitrust laws; or (2) communicated directly or indirectly the proposal resulting in this AGREEMENT to any competitor or other person engaged in such line of business during the procurement process for this AGREEMENT.
- d. MCKINNEY represents and warrants that MCKINNEY has no actual or potential conflicts of interest in providing the deliverables required by this AGREEMENT to the State of Texas and the TWDB, or NCTCOG. MCKINNEY represents that the provision of services under this AGREEMENT will not create an appearance of impropriety. MCKINNEY also represents and warrants that, during the term of this AGREEMENT, MCKINNEY will immediately notify the NCTCOG, in writing, of any potential conflict of interest that could adversely affect the TWDB or NCTCOG by creating the appearance of a conflict of interest.
- e. MCKINNEY represents and warrants that neither the AGREEMENT nor any person or entity that will participate financially in this AGREEMENT has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of specifications for this AGREEMENT. MCKINNEY represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this AGREEMENT.
- f. Subject to the Texas Public Information Act, MCKINNEY warrants and represents that any information that is proprietary or confidential, and is received by MCKINNEY from the TWDB or any governmental entity, shall not be disclosed to third parties without the written consent of the TWDB or applicable governmental entity, whose consent shall not be unreasonably withheld.
- g. MCKINNEY acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this AGREEMENT are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. MCKINNEY shall produce all documents upon request of NCTCOG within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.
- h. MCKINNEY warrants and represents that MCKINNEY will keep timely, accurate and honest books and records relating to the work performed and the payments received under this AGREEMENT according to generally accepted accounting standards. Further, MCKINNEY agrees that MCKINNEY will create such books and records at or about the time the transaction reflected in the books and

records occurs.

18. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

- a. For purposes of this Article, “Contractor Works” are work products developed by MCKINNEY and SUBCONTRACTORS using funds provided under this AGREEMENT or otherwise rendered in or related to the performance in whole or part of this AGREEMENT, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.
 1. It is agreed that all Contractor Works are the joint property of the TWDB, NCTCOG and MCKINNEY.
 2. The parties hereby agree that, if recognized as such by applicable law, Contractor Works are intended to and shall be works-made-for-hire with joint ownership between the TWDB, NCTCOG and MCKINNEY as such works are created in whole or part.
 3. If Contractor Works do not qualify as works-made-for-hire under applicable law, MCKINNEY hereby conveys co-ownership of such works to the TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, MCKINNEY agrees to convey a co-ownership interest of Contractor Works to the TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by the TWDB.
- b. MCKINNEY acknowledge that the copyright in and to copyrightable Contractor Works subsists upon creation of Contractor Works and its fixing in any tangible medium. MCKINNEY or the TWDB may register the copyrights to such Works jointly in the names of MCKINNEY and the TWDB.
- c. MCKINNEY acknowledges that each have full and unrestricted rights to use Contractor Works with No Compensation Obligation.
- d. For purposes of this Article, “SUBCONTRACTOR Works” include all work product developed in whole or part by or on behalf of SUBCONTRACTORS engaged by MCKINNEY to perform work for or on behalf of any SUBCONTRACTOR under this AGREEMENT (or by the SUBCONTRACTOR’s SUBCONTRACTORS hereunder, and so on). MCKINNEY shall secure in writing from any SUBCONTRACTOR so engaged:
 1. Unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of the TWDB and, if desired, of NCTCOG and MCKINNEY to access and receive, and to use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either

2. Assignment by the SUBCONTRACTORS to the TWDB and, if desired by them, jointly to NCTCOG and MCKINNEY of ownership (or joint ownership with the SUBCONTRACTORS) of all SUBCONTRACTOR Works, with No Compensation Obligation; or
 3. SUBCONTRACTORS must grant a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to the TWDB and, if desired by them, MCKINNEY may use any and all SUBCONTRACTOR Works, including the right to sublicense use to third parties, with No Compensation Obligation.
- e. "Use" of a work product, whether Contractor Works, SUBCONTRACTOR Works or otherwise, means and includes, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.
 - f. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether Contractor Works, SUBCONTRACTOR Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
 - g. "Dissemination" includes, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or World Wide Web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
 - h. MCKINNEY acknowledges that the TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by MCKINNEY and SUBCONTRACTORS in, or otherwise resulting from, the performance of services under this AGREEMENT.
 - i. No unauthorized patents. MCKINNEY Works and SUBCONTRACTOR Works or other work product developed or created in the performance of this AGREEMENT or otherwise using funds provided hereunder must not be patented by MCKINNEY or SUBCONTRACTORS unless the Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:
 1. Any application made for patent must include and name the TWDB and, as applicable and desired by them, MCKINNEY as co-owners of the patented work;

2. No patent granted will in any way limit, or be used by MCKINNEY or SUBCONTRACTORS to limit or bar the TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this AGREEMENT or the use of funds provided hereunder; and
 3. The TWDB and, if applicable, MCKINNEY shall have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.
- j. MCKINNEY shall include terms and conditions in all contracts or other engagement agreements with any SUBCONTRACTORS as are necessary to secure these rights and protections for the TWDB; and shall require that their SUBCONTRACTORS include similar such terms and conditions in any contracts or other engagements with their SUBCONTRACTORS. For the purposes of this section, "SUBCONTRACTORS" includes independent contractors (including consultants) and employees working outside the course and scope of employment.
 - k. Any work products subject to a TWDB copyright or joint copyright and produced or developed by MCKINNEY or their SUBCONTRACTORS pursuant to this AGREEMENT or using any funding provided by the TWDB may be reproduced in any media, forms or formats by the TWDB or MCKINNEY at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. MCKINNEY may utilize such work products as they may deem appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.
 - l. MCKINNEY agrees to acknowledge the TWDB in any news releases or other publications relating to the work performed under this AGREEMENT.

19. INSURANCE REQUIREMENTS

Unless prohibited by law, MCKINNEY shall require its contractors to obtain and maintain during the AGREEMENT period adequate insurance coverage sufficient to protect MCKINNEY and NCTCOG from all claims and liability for injury to persons and for damage to property arising from the AGREEMENT. Unless specifically waived by NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

20. ADDITIONAL TERMS AND CONDITIONS

- a. NCTCOG and MCKINNEY shall not construe this AGREEMENT as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this AGREEMENT transcends the biennium in which this

AGREEMENT is entered into, this AGREEMENT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

- b. MCKINNEY shall submit a detailed budget estimate with specific cost details for each task or specific item of work to be performed by MCKINNEY or its contractors or SUBCONTRACTORS and for each category of reimbursable expenses;
- c. Payments under the AGREEMENT are contingent upon the appropriation of funds by the Texas Legislature, as further described in Article X, Section 1, Paragraph A in the TWDB Grant Contract No. 1600012047(Appendix A);
- d. Data, materials and work papers, in any media, that are gathered, compiled, adapted for use or generated by the SUBCONTRACTOR become data, materials and work owned by the TWDB and that SUBCONTRACTOR has no proprietary rights in such data, materials and work papers, except as further described in Article V in the TWDB Grant Contract No. 1600012047 (Appendix A);
- e. MCKINNEY shall keep timely and accurate books and records of accounts according to generally acceptable accounting principles as further described in Article X, Section 2, Paragraph G in the TWDB Grant Contract No. 1600012047 (Appendix A);
- f. MCKINNEY is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that SUBCONTRACTOR is solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity;
- g. MCKINNEY is an independent contractor and that the TWDB and/or NCTCOG shall have no liability resulting from any failure of SUBCONTRACTOR that results in breach of AGREEMENT, property damage, personal injury or death; and
- h. MCKINNEY shall keep and maintain records relating to the necessity for and the use of the equipment to further the purposes of this AGREEMENT. MCKINNEY shall be liable for any damage to and loss of such equipment if such damage or loss is due to MCKINNEY negligence or deliberate misuse.

IN WITNESS HEREOF, the parties have executed this AGREEMENT in duplicate originals on the _____ day of _____ 2019.

North Central Texas Council of Governments

City of McKinney

Signature

Signature

Mike Eastland
Name

Paul Grimes
Name

Executive Director
Title

City Manager
Title

Date

Date

ATTACHMENT A
WORK PROGRAM AND RESPONSIBILITIES

SUMMARY

The purpose of this Project will be to improve flood prevention management by implementing an early warning system by purchasing flood detection and warning equipment to be installed and activated on a site(s) in McKinney, Texas. Along with corresponding use of flood detection software to monitor flood conditions during flood events, the flood gauge equipment will activate a signal to be sent to all appropriate partners including, the City of McKinney, the 911 dispatch network, NCTCOG, TWDB, and other emergency management or public works personnel.

PROJECT GOAL 1: This Project will involve the installation of water sensor gauges that trigger warning lights and send signals at the precise time of flood detection. The equipment will be installed near the intersection of Wilson Creek and I-75, as shown in Exhibit 1. This location has numerous frontage road ingress and egress points and bridges that are susceptible to flash flood hazards. Each site will have an automated low water crossing warning system using flashing lights mounted on traffic poles on each side of a low water crossing. Each pole will have a warning sign giving caution to oncoming motorists. The device will be configured to react when water rises to a certain level in the roadway or culvert where the sensor is located.

PROJECT GOAL 2: When the equipment is triggered during a flood event, notices will be sent to the NCTCOG and McKinney's Public Safety Answering Point (PSAP) 911 dispatch centers, TWDB, and other appropriate MCKINNEY personnel. The NCTCOG Public Safety Answering Points (PSAPs) utilize the GeoLynx Server Dispatch Mapping platform supplied by GeoComm. The GeoLynx application plots 9-1-1 calls to aid in locating emergency callers and assisting First Responders. The application also has the ability to stream "Web-Mapping Services" using the "REST" protocol. The NCTCOG 9-1-1 GIS Team would include this service, as an additional layer, to the PSAPs GeoLynx Server application so that the dispatcher could see real-time stream gauge readings.

PROJECT GOAL 3: Additionally, data gathered from the flood detection and warning equipment will be reported to a publicly accessible website and delivered to the TWDB for use in providing information on flood conditions.

Exhibit 1 – Approximate Locations of Master and Remote Water Sensor Gauges



RESPONSIBILITIES

NCTCOG will be responsible for the following tasks:

1. Equipment:
 - a. Coordinating with the equipment vendor to ensure proper site selection of equipment.
 - b. Facilitating purchase and implementation of flood gauge software through the Regional Flood Software Program initiative.
 - c. Coordinating with MCKINNEY, NCTCOG Departments, the vendor, etc. to collect in-kind match documentation. NCTCOG will provide In-Kind Match Tracking Sheet Template.
2. Public Meetings:
 - a. NCTCOG will be in attendance at and aid MCKINNEY in meeting all of MCKINNEY’s responsibilities outlined in Section 3.a of MCKINNEY’s responsibilities for public meetings to be held at the commencement of the Project, near the mid-point of the project, and upon completion of the final report.
 - b. NCTCOG and MCKINNEY are jointly responsible for soliciting and responding to comments from the general public as to the content and objective of the Project during the public meetings.
3. Coordinating with TWDB and administering the TWDB Grant: (September 2016 – December 2023)

- a. Collecting quarterly and annual progress reports from MCKINNEY. NCTCOG will provide progress report guidance for both quarterly and annual reports (Attachment C).
- b. Processing and submitting quarterly and annual progress reports for TWDB.
- c. Processing and submitting financial reports to TWDB.

MCKINNEY will be responsible for the following tasks and deadlines as shown in Exhibit 2 of Attachment A:

1. Execution of Interlocal Agreement with NCTCOG for Texas Water Development Board Early Flood-Warning System Grant
 - a. Signed and submitted to NCTCOG
2. Quarterly and Annual Progress Reports (Schedule in Attachment C)
 - a. A quarterly status report as described in Attachment C.
 - b. Annual reports as described Attachment C.
 - c. Submitting In-Kind Match Forms and documentation via Attachment E. Appropriate back-up documentation for in-kind expenses include invoices for materials, room rentals, and other project-related purchases, sign-in sheets for meetings, and maps demonstrating miles driven for project-related travel.
3. Public Meetings
 - a. MCKINNEY will host three public meetings at MCKINNEY public facilities. MCKINNEY will be responsible for determining the locations, securing the locations, advertising the public meetings according to MCKINNEY'S Public Meeting notice requirements, attending and assisting with the facilitation of the public meeting, and reviewing all presentation materials. NCTCOG, in coordination with and support from MCKINNEY, shall establish formal, direct, and continuous liaisons with all community leaders, cities, counties, councils of governments, river authorities, and all applicable state agencies, districts, federal agencies, including the appropriate project directors of the U.S. Army Corps of Engineers, and other governmental entities having flood response, mitigation, or protection responsibility within the project area for the purpose of coordinating the scope of work with existing studies, plans, or activities and for the purpose of providing the best information to support the Project. NCTCOG and MCKINNEY are jointly responsible for soliciting and responding to comments from the general public as to the content and objective of the Project during the public meetings. MCKINNEY, in cooperation with NCTCOG, shall hold public meetings with the consultants, local entities, the TWDB, and any interested parties, to describe the Project and to solicit input and comments from the affected public. Public meetings must be conducted in accordance with the Texas Open Meetings Act and held as determined by NCTCOG and TWDB but at a minimum, at the commencement of the Project, near the mid-point of the Project, and upon completion of the final report.
4. Procurement of hardware and software
 - a. Procurement of flood detection and warning equipment through U.S. Communities cooperative contract.
 - b. McKinney will contract with OneRain through the North Texas SHARE program (see Attachment F).
5. Equipment Installation Obligations:

- a. MCKINNEY shall follow industry standards and best practices to ensure that flood detection and warning equipment installation(s) is/are performed properly no later than the installation deadline, that maintenance is performed regularly, and that the equipment is kept in good working order.
 - b. Prior to the installation deadline, MCKINNEY shall provide labor and materials necessary to complete installation of devices, such as: poles, concrete, signage, anchors, bolts, excavation equipment, etc.
6. Equipment Maintenance Obligations
- a. After the Installation Period, early warning systems must be maintained by MCKINNEY for a five-year period from date of installation to December 31, 2023.
 - b. MCKINNEY shall follow industry standards and best practices to ensure that maintenance is performed regularly and that the equipment is kept in good working order.
 - c. Maintain device by regular check-ups and communications with vendor when necessary.
7. Software Implementation, Data Accessibility and Reporting
- a. A software administrator, identified by MCKINNEY, will be responsible for managing the software by adding or deleting new alarm contacts, coordinating any software needs/changes/updates with NCTCOG and/or the vendor, and coordinating technical assistance needs with NCTCOG and/or the vendor.
 - b. Data must be reported to a publicly accessible website and delivered to the TWDB or other coordinated entity for use in providing information on flood conditions. Data collected as part of this Project must be maintained and made available to the TWDB and other public service entities throughout the Term of Agreement and for as long as the equipment is operational.
8. Post-Agreement Obligations
- a. Throughout the term of this Agreement, data collected as a part of this Project must be reported to a publicly accessible website or delivered to the TWDB for use in providing information on flood conditions as well as be made available to the TWDB and other public service entities. Any data collected after the date in which this Agreement terminates must be made available, upon request, to the TWDB or any public entity as necessary to assist with floodplain management, for as long as the equipment is operational. Upon termination of this Agreement, MCKINNEY is no longer obligated to report any data to a publicly accessible website.

Exhibit 2 – McKinney Task Estimated Deadlines

EXHIBIT 2- MCKINNEY TASK ESTIMATED DEADLINES

	9/10/17	12/10/17	3/10/18	6/10/18	7/30/18	9/10/18	9/30/18	11/30/18	12/10/18	1/31/2019
McKinney Executes MSA for One Rain										
McKinney Executes ILA										X
Equipment Installation Deadline										
Equipment & Software Maintenance										
Public Meeting										X
Progress Report /Budget Report (Quarterly)	X	X	X	X		X			X	
Progress Report/Data Report (Annually)										

	3/10/19	3/29/19	6/3/19	6/10/19	8/10/19	9/10/19	8/10/20	8/10/21	8/10/22	8/10/23
McKinney Executes MSA for One Rain	X									
McKinney Executes ILA										
Equipment Installed and Operational*			X							
Equipment & Software Maintenance										
Public Meeting		X		X						
Progress Report /Budget Report (Quarterly)	X			X		X				
Progress Report/Data Report (Annually)					X		X	X	X	X

*The FCC license component of this task may not be received by this deadline due to the ongoing federal government shutdown which began 12/21/18. All other components of this task must be complete by 6/3/19. This date is not an estimate.

**ATTACHMENT B
PROJECT BUDGET**

Budget Categories	McKinney In-Kind Match	McKinney Cash Match	Funding Reimbursement to McKinney	Total
Labor by McKinney	\$9,060.00			\$9,060.00
Materials for Installation & Maintenance by McKinney (5 years)	\$21,300.00			\$21,300.00
Equipment	\$1,980.00	\$45,000.00	\$49,175.26	\$96,155.26
Software (5-year subscription)			\$26,250.00	\$26,250.00
TOTAL	\$32,340.00	\$45,000.00	\$75,425.26	\$152,765.26

Finalized project budget will be upon agreement with all parties.

***A minimum local match of \$77,340.00 is required for receipt of funding reimbursement to McKinney.**

In-Kind Match under this AGREEMENT, shall be defined as staff, services, materials, and equipment directly involved with the work-related activities as defined in the approved work program. Additional examples of In-Kind Match activities may include: internal coordination activities, all costs associated with hosting public meetings including: public notices, facilities, refreshments, staff time, etc. Appropriate back-up documentation for in-kind expenses include invoices for materials, room rentals, and other project-related purchases, sign-in sheets for meetings, and maps demonstrating miles driven for project-related travel.

ATTACHMENT C **REPORTING AND DEADLINES**

MCKINNEY agrees to provide, throughout the life of the Project, quarterly, and annual reports to document the Project's results during and after the culmination of the Project.

Quarterly Reports: MCKINNEY shall prepare and submit to NCTCOG quarterly progress reports documenting the accomplishments and units of work performed under this AGREEMENT until August 31, 2019. **The following should be contained in the Progress and Budget Quarterly Status Reports:**

- Details of all services performed, indicated by cash or In-Kind Match (labor, materials, equipment) reported using Attachment E.
- Overall experience and problems: A regular update of the status of the equipment and software including overall experience and any benefits, technical difficulties, complications, and lessons-learned you have encountered during the reporting period.

Annual Reports: MCKINNEY shall prepare and submit to NCTCOG Annual progress reports documenting the accomplishments and units of work performed under this AGREEMENT until December 31, 2023. **The following should be contained in the Annual reports:**

- Details of all services performed, indicated by cash or In-Kind Match (labor, materials, equipment).
- Annual data reports from the flood detection and warning equipment as part of this Project must be maintained and made available to the TWDB and other public service entities throughout the Term of Agreement and for as long as the equipment is operational. Data will be provided until July 31, 2023. Data will be reported to a publicly accessible website or delivered to the TWDB or other coordinated entity for use in providing information on flood conditions. Data collected as part of this Project must be maintained and made available to the TWDB and other public service entities throughout the Term of Agreement and for as long as the equipment is operational.
- Reporting of Maintenance Activities: Recording of any maintenance activities performed, including labor, equipment, and materials utilized in the on-going maintenance of the equipment. This is to be applied toward the In-Kind Match of the overall budget with corresponding back-up documentation of expenses.

MCKINNEY shall comply with any reasonable request by NCTCOG for additional information on activities conducted in order for NCTCOG to adequately monitor MCKINNEY'S progress in completing the requirements of and adhering to the provisions of this AGREEMENT. In addition to those reports submitted to NCTCOG prior to the execution of this AGREEMENT, further reports will be due to NCTCOG on the days indicated below, beginning with the March 10, 2019 due date:

REPORTING PERIOD (Quarterly) (Progress/Budget)	DUE DATE TO NCTCOG
June 2, 2017-August 31, 2017	September 10, 2017
September 1, 2017 - November 30, 2017	December 10, 2017
December 1, 2017 - February 28, 2018	March 10, 2018
March 1, 2018 - May 31, 2018	June 10, 2018
June 1, 2018-August 31, 2018	September 10, 2018
September 1, 2018 - November 30, 2018	December 10, 2018
December 1, 2018 - February 28, 2019	March 10, 2019
March 1, 2019 - May 31, 2019	June 10, 2019
June 1, 2019-August 31, 2019	September 10, 2019
REPORTING PERIOD (Annual) (Data/Maintenance)	DUE DATE TO NCTCOG
Installation -July 31, 2019	August 10, 2019
August 1, 2019-July 31, 2020	August 10, 2020
August 1, 2020-July 31, 2021	August 10, 2021
August 1, 2021-July 31, 2022	August 10, 2022
August 1, 2022-July 31, 2023	August 10, 2023

**ATTACHMENT D
REQUEST FOR REIMBURSEMENT FORM**

**TWDB Flood Protection Grant
 Reimbursement Request Summary
 North Central Texas Council of Governments
 City of McKinney**

Budget Categories	Previous Expenditures	Expenditures This Report	Total In-Kind Expenditures
Supplies	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -
Total:	\$ -	\$ -	\$ -

Itemize expenditures on the in-kind itemization detail tab for each budget category expenditure.

Supplemental documentation (timesheets, purchase orders, invoices, etc.) will be required to fund any in-kind match, please retain any documentation to ensure additional funds can be allocated to your program.

Signature/Title Certification

I certify to the best of my knowledge and belief that this report is correct and complete, and that all outlays and unliquidated obligations are for the purposes set forth in the award documentation.

Typed or Printed Name and Title of Certifying Official:	
Signature of Authorized Certifying Official:	
Telephone (area code, number, and extension):	
Date Report Submitted:	



**North Central Texas
Council of Governments**

City of McKinney - TWDB Grant
ITEMIZATION OF ALL BUDGET CATEGORIES
Request for Reimbursement
PERIOD COVERED BY THIS REPORT [XXXXX]

ONLY INCLUDE EXPENDITURES INCURRED DURING THE PERIOD COVERED BY THIS REPORT

SUPPLIES EXPENDITURES				
ITEM DESCRIPTION	INVOICE NUMBER	QUANTITY	UNIT COST	TOTAL EXPENDITURE
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL SUPPLIES EXPENDITURES:				\$ -

EQUIPMENT EXPENDITURES				
ITEM DESCRIPTION	INVOICE NUMBER	QUANTITY	UNIT COST	TOTAL EXPENDITURE
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL EQUIPMENT EXPENDITURES:				\$ -

CONTRACTUAL EXPENDITURES			
SUBCONTRACTOR	INVOICE NUMBER	PURPOSE	TOTAL EXPENDITURE
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL CONTRACTUAL EXPENDITURES:			\$ -

CONSTRUCTION EXPENDITURES			
SUBCONTRACTOR	INVOICE NUMBER	PURPOSE	TOTAL EXPENDITURE
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUBTOTAL CONSTRUCTION EXPENDITURES:			\$ -

OTHER EXPENDITURES				
ITEM DESCRIPTION	INVOICE NUMBER	QUANTITY	UNIT COST	TOTAL EXPENDITURE
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
SUBTOTAL OTHER EXPENDITURES:				\$ -

SUBTOTAL SUPPLIES EXPENDITURES:				\$ -
SUBTOTAL EQUIPMENT EXPENDITURES:				\$ -
SUBTOTAL CONTRACTUAL EXPENDITURES:				\$ -
SUBTOTAL CONSTRUCTION EXPENDITURES:				\$ -
SUBTOTAL OTHER EXPENDITURES:				\$ -
TOTAL EXPENDITURES:				\$ -

**ATTACHMENT E
IN-KIND MATCH TRACKING FORM**

**NCTCOG - TWDB Flood Protection Planning Grant
IN KIND HOURS LOG
City of McKinney
Date Range (Quarter)**

Date	Activity	# Staff in Attendance	Length of Meeting	Staff Hours (if applicable)	In-Kind Cost (staff)*	Facility Hours	In-Kind Cost (Materials/Equipment)**	In Kind Cost (other)***
TOTALS								
								TOTALS
								\$0.00

*In-kind cost staff: Hourly rate based on in-kind volunteer rate of \$24.14.
 **In-Kind Cost (Materials/Equipment): Enter amount based on cost of materials and equipment
 ***In-Kind Cost (Other): Enter all other applicable costs here, i.e.: cost to rent facilities, travel expenses, public meeting notices, etc.

Attachment F

OneRain Service Order Form and Master Services Agreement



North Texas SHARE

A Program of the North Central Texas Council of Governments (NCTCOG)

OneRain Services Agreement



Entity Name ("Entity"): City of McKinney			
Agreement Effective Date:		Signature date below:	
Is a purchase order required for this purchase?		("No," unless box is checked) <input type="checkbox"/> Yes: PO# _____	
Order Start Date:		Order End Date:	

This Services Agreement is made and entered into pursuant to a Master Services Agreement ("Agreement") between NCTCOG and OneRain. ("Vendor") dated 7/19/18. Entity expressly acknowledges and agrees to abide by the terms and conditions of the Agreement and any End-User Agreement(s) required by Vendor as a condition of service delivery.

The materials, supplies, goods, services and/or equipment provided hereunder are offered through a cooperative purchasing program to which NCTCOG and Entity are parties. NCTCOG and Entity have executed an Interlocal Cooperative Agreement pursuant to Chapter 791 of the Texas Government Code which satisfies competitive bidding requirements, if any, for these purchases.

****A \$500.00 Early Adopter's Discount will be permanently applied to the first set of communities that enter into services under this agreement.****

PRODUCT SUBSCRIPTIONS (purchased if checked)		Subscribers (except where otherwise stated)	Standard Annual Pricing
SYSTEM	<input type="checkbox"/> StormData Services		\$ 4,450.00
EQUIPMENT	<input type="checkbox"/> GARR (Guage Adj. Radar Rainfall)		Included
SUPPORT	<input type="checkbox"/> Customer Contrail Admin Support		Included
ANNUAL SUBSCRIPTION FEE TOTAL			\$ 4,450.00
ONE TIME SERVICES	Implementation/Technical/Learning Services (One-Time Fees)		
SERVICES See Price List	<input type="checkbox"/> Implementation Services – Client Setup and Configuration		\$ 1,500.00
	<input type="checkbox"/> Implementation Services – Hardware: OneRain Custom Serial to IP Kit		\$ 1,500.00
	<input type="checkbox"/> Implementation Services – Custom Dashboards and Control Widget		\$ 1,000.00
	<input type="checkbox"/> Technical Services – Historical Data Load (Optional)		OneRain to quote
	<input type="checkbox"/> Technical Services – Custom Data Load (Optional)		OneRain to quote
	<input type="checkbox"/> Technical Services – DataSight Data Analysis Software License (Optional)		OneRain to quote
	<input type="checkbox"/> Learning Services – Contrail ALERT2 TDMA Manager Training (Optional)		OneRain to quote
	<input type="checkbox"/> Learning Services – Initial Onboarding Training (4 hr WebEx)		OneRain to quote
Misc.	<input type="checkbox"/>		
Misc.	<input type="checkbox"/>		
ONE TIME SERVICES TOTAL			\$ 4,000.00
OPTIONS FOR EXISTING ONERAIN CLIENTS ONLY	The following services are options available to pre-existing OneRain clients, and are not necessary for communities purchasing the NCTCOG/SHARE OneRain Service		
	<input type="checkbox"/> North Central Texas StormData Services/GARR (Guage Adj. Radar Rainfall)		\$ -
	<input type="checkbox"/> North Central Texas StormData Services with Basin Averaging/GARR plus Basin Averaging (Guage Adj. Radar Rainfall)		\$ -

Billing:

The subscription fees and one-time service costs identified in the Order shall be invoiced after the Effective Date of the Order and shall be due and payable 30 days from the invoice date. Thereafter, annual subscription fees and recurring services shall be invoiced annually at least 30 days prior to and shall be due and payable Net 30 days. The initial Order will be for a two (2) year term with four (4) one (1) year optional renewals thereafter until July 4, 2024. The initial Order billing schedule is identified as follows:

Billing	Summary of Subscription(s) & Services	Total Billed	Invoice Date
Invoice #1	Subscription Fees Contract Period _____ - _____ \$ Annual Subscription & One-Time Service Fees \$	\$ 8,450.00	Signature Date Due Date: Net 30
Invoice #2	Subscription Fees Contract Period _____ - _____ \$ Annual Subscription	\$ 4,450.00	Signature Date Due Date: Net 30
Renewals			
Invoice #3	Subscription Fees Contract Period _____ - _____ \$ Annual Subscription	\$ 4,450.00	Signature Date Due Date: Net 30
Invoice #4	Subscription Fees Contract Period _____ - _____ \$ Annual Subscription	\$ 4,450.00	Signature Date Due Date: Net 30
Invoice #5	Subscription Fees Contract Period _____ - _____ \$ Annual Subscription	\$ 4,450.00	Signature Date Due Date: Net 30

Participating Entity		North Central Texas Council of Governments	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



MASTER SERVICES AGREEMENT EARLY FLOOD WARNING SOFTWARE SERVICES

THIS MASTER SERVICES AGREEMENT (“Agreement”), effective as of July 5, 2018 (“Effective Date”), is entered into by and between the North Central Texas Council of Governments (“NCTCOG”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and OneRain, Inc. (“Contractor”), with offices located at 1531 Skyway Drive, Unit D, Longmont, CO 80504.

ARTICLE I RETENTION OF THE CONTRACTOR

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Early Flood Warning Software Services (hereinafter, “Services”) to governmental entities participating in the North Texas SHARE program (hereinafter “Participating Entities”) through a Master Interlocal Agreement and Services Order (Attachment I) with NCTCOG. The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals (hereinafter, “RFP”). The Contractor demonstrated they have the resources, experience, and qualifications to perform professional early flood warning software services, which is of interest to Participating Entities and was procured via RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to NCTCOG RFP # NCT-2017-01.

ARTICLE II SCOPE OF SERVICES

- 2.1 The Contractor will provide Services described in the written Services Order issued by NCTCOG or Participating Entities. Any such Services Order is hereby incorporated by reference and made a part of this Agreement, and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Services Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Services Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Services Order shall be set forth in a subsequent Services Order. Contractor will not implement any changes or any new Services until a Services Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Services Order. Participating Entity shall not be liable for any amounts not included in a Services Order in the absence of a fully executed amendment of Services Order.
- 2.4 Pricing for items found on the Services Order (Attachment 1) represent the maximum cost for each item offered by the Contractor.

2.5 NCTCOG Obligations

- 2.5.1 NCTCOG agrees to serve as a facilitator with respect to the Services.
- 2.5.2 NCTCOG agrees to serve as the billing administrator for the Services.
- 2.5.3 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must have executed a Services Order through the NCTCOG. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.6.3 In order to utilize the Services, Participating Entities will agree to the terms of a Software Hosting and End-User License Subscription agreement (Attachment II) with the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to conduct, instruct, and/or implement Early Flood Warning Software Services consistent with the requirements and intent of RFP #NCT-2017-01.
- 2.7.2 If applicable, Contractor shall provide all necessary field inspectors, vehicles, tools, equipment, and traffic control required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1, Services Order.
- 2.7.3 Contractor agrees to establish a data bridge with their prior-established clients within the NCTCOG member region, and all clients that will join under this Agreement in the NCTCOG region. Shared data will be used to provide a regional platform of flood and rainfall information for the benefit of all SHARE Participating Entities.

2.8 Requirements of the Software

- 2.8.1 Provide reliable software with cloud-based data availability.
- 2.8.2 Software must incorporate mobile phone accessible data that supports major mobile operating systems (iOS, Android, etc.)
- 2.8.3 Software shall have web-accessible user interface (login portals). The maintenance of this website will be the responsibility of the Contractor.
- 2.8.4 Software must be compatible with all versions of commonly used internet browsers (Internet Explorer, Mozilla Firefox, Google Chrome, etc.)
- 2.8.5 Have access to a dedicated software support staff that is available at all hours for the support of any problems with OneRain's hosted services.
- 2.8.6 Data that is protected on a recoverable back-up system that includes all history collected on a virtual server.
- 2.8.7 Software data should be made publicly accessible in real time (all data accessible to the public should contain a disclaimer that the data is raw and should be used at their own risk).
- 2.8.8 Data will be reported to the National Weather Service (NWS) and tied to the hydrologic radio frequency shared data system.
- 2.8.9 Data is to be communicated using Automated Local Evaluation in Real Time (ALERT) and/or ALERT2 and other 2-way protocols. System must be able to process all protocols.
- 2.8.10 Data is to be exportable to CSV, SHEF, API and other common formats.
- 2.8.11 Data is compatible with ArcGIS and can be uploaded to ArcGIS. OneRain staff will work with each agency's GIS staff to support Contrail data integration into GIS.
- 2.8.12 Software is capable of providing an interactive and real-time map view of all monitored sites and sensors, with predefined user views configurable to individual needs.
- 2.8.13 Software will address system security issues and provide controls.
- 2.8.14 Software will ensure effective data migration (import historical data collected through other software)
- 2.8.15 Contractor will provide reference manuals and training materials/services that shall be available for both users and IT staff.

- 2.8.16 Software must have the ability to control compatible external devices such as warning lights, automated barricades, sirens, etc. through the ALERT or ALERT 2 protocols, with the ability to manipulate them for testing purposes.
- 2.8.17 Software is to be provided with formal system testing procedures.
- 2.8.18 Software shall contain system diagnostics and evaluation options for hardware, including battery level, etc.
- 2.8.19 Software shall have the ability to perform automatic application updates (standard product releases).
- 2.8.20 Software shall be capable of ingesting data from, and delivering data to NEXRAD and CASA.
- 2.8.21 Software shall provide redundant communication capabilities both for data input and customer access (radio, satellite, land lines, etc.)
- 2.8.22 Software shall generate alerts based upon evaluation against user-defined trigger events to specified staff such as emergency responders, public information officers, etc.
- 2.8.23 Software and data systems must be designed for all data to be exported and transferable to other databases and systems in the future, with ownership rights of all regional data retained by NCTCOG.
- 2.8.24 All updates, patches, plugins, support for current or future web browsers, and other changes to technology made to/for this software solution after the adoption of this MSA are expected to be made available to SHARE under this contract.

**ARTICLE III
TERM**

3.1 **Term.** This Agreement will commence on the Effective Date and remain in effect for an initial two (2) year period ending on July 4, 2020 (the "**Term**"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to four (4) additional one (1) year terms. The total term of this Agreement shall not exceed six (6) years.

NCTCOG reserves the right to periodically procure early flood warning software services in the future to supplement the pool of Contractor(s), on an as needed basis. Contractor(s) with an existing Master Services Agreement(s) will not be required to respond to any such procurements which may occur during the term of this Agreement.

3.2 **Termination.** NCTCOG may terminate this Agreement and/or any Services Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Services Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Services Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Services Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

- 3.2.1 **Termination for Lack of Budget:** This Agreement or applicable Services Order may be terminated in the event that a Participating Entity's governing body fails to appropriate funds payable to NCTCOG in support of this Agreement or applicable Services Order as follows: NCTCOG will have the option, upon twenty (20) days' prior written notice to One Rain, to terminate this Agreement or applicable Services Order at the end of each fiscal year of NCTCOG through the end of the Agreement Term. If NCTCOG provides written notice of termination under this subsection, termination shall not be effective any earlier than 365 days after the Effective Date of this Agreement or applicable Services Order.
- 3.2.2 **Termination for Convenience:** Upon six (6) months' prior written notice to One Rain, NCTCOG may terminate this Agreement without cause ("**Early Termination**"). Early Termination shall not be effective unless NCTCOG pays One Rain all fees due and owing through the termination date (and will receive no refunds).
- 3.2.3 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.

**ARTICLE IV
COMPENSATION**

- 4.1 **Invoices.** Contractor shall submit an invoice to NCTCOG upon execution of a Services Order, with Net 60 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Services Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its shared services program. Contractor shall submit to NCTCOG a report that identifies any new client Participating Entities, the total contracted value of services that each Participating Entity desires, and any addendums, Request(s) for Service, etc., between the Contractor and Participating Entity upon execution of a Services Order. Reporting and invoices should be submitted to:

NCTCOG
ATTN: North Texas SHARE
PO Box 5888
Arlington, TX 76005-5888
Email: NorthTexasSHARE@nctcog.org

**ARTICLE V
PAYMENTS TO VENDOR**

- 5.1 **Items Represented.** Contractor shall provide the Two Contrail ® Server Software Solution, a managed application service, to the NCTCOG on a fixed annual subscription basis. Contrail Servers are to reside in Contractor's secure industrial data center, and Contractor is responsible for their maintenance and updates. A comprehensive list of subscription costs may be found as **Attachment I: Pricing for NCTCOG Regional Flood Early Warning**.
- 5.2 **Setup, Subscription, and Implementation.** NCTCOG shall pay an initial \$43,560.00 for setup, implementation, and first-year subscription costs that includes all items and services mentioned in Attachment I. Contractor shall provide ten (10) licenses to the NCTCOG for distribution to SHARE Participants as part of the Implementation costs.
- 5.3 **Recurring Subscription.** NCTCOG shall pay a recurring fee of \$36,200 for subscription services listed in Attachment I, to include the Contrail Servers, StormData™ Real-time Gauge-Adjusted Radar Rainfall Services, and Custom Contrail Administrative Support. Future licenses shall be made available to the NCTCOG at a rate of five (5) licenses for \$5000.00 annually, which NCTCOG will pay in addition to their base recurring fees.

**ARTICLE VI
RELATIONSHIP BETWEEN THE PARTIES**

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

**ARTICLE VII
REPRESENTATION AND WARRANTIES**

7.1 Representations and Warranties. Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all of the necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII
CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.
- 8.2 Ownership.** Contractor acknowledges that NCTCOG or Participating Entities, as governmental entities, are subject to the Texas Public Information Act. No title or ownership rights to the Services software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

**ARTICLE IX
GENERAL PROVISIONS**

9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
 P.O. Box 5888
 Arlington, TX 76005-5888
 Phone: (817) 695-2534
 Email: northtexasshare@nctcog.org; kkirkpatrick@nctcog.org
 Attn: North Texas SHARE

If to Contractor: _____

The above contact information may be modified without requiring an amendment to the Agreement.

9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization’s use. A tax exemption certificate will be issued upon request.

9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG’s affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys’ fees and court costs) (collectively, “Losses”) arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG’s or Participating Entities’ gross negligence or willful misconduct.

9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party’s liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party’s infringement of the other party’s intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Services Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

1. Workers’ Compensation: Statutory limits and employer’s liability of not less than \$100,000 for each accident.
2. Commercial General Liability:
 - a. Minimum Required Limits:
 \$1,000,000 per occurrence

- \$1,000,000 general aggregate
 - b. Commercial General Liability policy to include:
 - Coverage A: Bodily injury and property damage;
 - Coverage B: Personal and advertising injury liability;
 - Coverage C: Medical payments
 - Products: Completed operations
 - Fire legal liability
 - c. Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance
 - d. Attachment of Endorsement CG 20 10- additional insured
 - e. All other endorsements shall require prior approval by the NCTCOG.
- 3. Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Minimum required limit: \$1,000,000 combined single limit.
- 4. Professional liability:
 - a. Minimum Required Limits:
 - \$1,000,000 each claim
 - \$1,000,000 policy aggregate

9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.

9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.

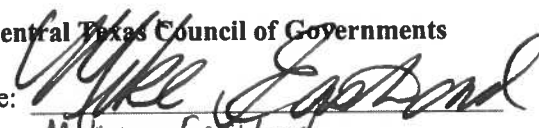
9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.

9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.

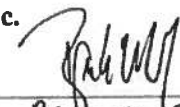
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

North Central Texas Council of Governments

Signature: 
 Name: Mike Eastland
 Title: Executive Director
 Date: July 9, 2018

One Rain, Inc.

Signature: 
 Name: Brian E. Lewis
 Title: CEO
 Date: 7/6/2018

Attachment I
Pricing for NCTCOG Regional Flood Early Warning
Final Pricing for NCTCOG Regional
Flood Early Warning
Two Contrail® Server Software Subscriptions

Software Services Description	Qty	Unit Cost	Total
1. Contrail Server¹ 12-Month managed and hosted application service subscription includes: - Contrail Base Station - Contrail Inventory - Contrail Insight - Contrail ALERT2 TDMA Manager	2 12 mo.	\$12,000 /year	\$24,000
2. Contrail Server Setup and Installation Includes: - Server setup, OS installation and configuration - Installation and configuration of Contrail application - Loading of site and sensor definitions, thresholds, alarms, rating tables, web theme and maps	1	\$3,360	\$3,360
3. On-Site Contrail Training² - Contrail Administrator: System Server and Administrative Interface - Contrail User	1	\$4,000	\$4,000
4. Contrail Inventory Training³ - Webinar on-line training session (End-User/Administrator)	1	\$0	\$0
5. Contrail TDMA Manager Training³ - Webinar on-line training session (End-User/Administrator)	1	\$0	\$0
6. StormData™ Real-time Gauge-Adjusted Radar Rainfall Services - OneRain's real-time rainfall estimates: - Calibrates radar rainfall estimates to gauges - Produces rainfall custom overlays within maps - 1 km x 1km, 5-minute resolution, - 5-minute update of estimates	1 12 mo.	\$7,200 /year	\$7,200
7. Custom Contrail Administrative Support - Website administrative support - Manage Homepage and Dashboards - Assist with Member Entities	1 12 mo.	\$5,000 /year	\$5,000
Total setup, implementation and subscription first year			\$43,560
Total annual 12-month subscription after first year			\$36,200

NOTES:


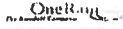
¹ *Contrail Server is a managed application service operated by OneRain and provided on a fixed annual subscription fee basis. Contrail Server operates Contrail software exclusively and resides in a secure industrial data center. OneRain manages and administers server OS updates, and performs all Contrail software application updates and new releases.*

² *Price proposal includes one (1) trip by OneRain staff to your facilities to conduct training. Contrail on-site training is required for Contrail Server installations.*

³ *Contrail Inventory and Contrail TDMA Manager webinar training is generally conducted after core system training. Webinar-based training requires that you have a computer with an Internet connection and a web browser to attend. For audio, a speaker phone or computer's audio system (VoIP) may be used. A group of participants may be assembled around a single computer (or LCD projector and screen connected to a computer).*

Delivery: Please allow 2-3 weeks ARO lead-time.

**Attachment II
SHARE Participant Price List**

 <p>North Texas SHARE Your Public Sector Solutions Center</p>	<p>North Texas SHARE A Program of the North Central Texas Council of Governments (NCTCOG) OneRain Services Agreement</p> 
Entity Name ("Entity"):	
Agreement Effective Date:	Signature date below:
Is a purchase order required for this purchase?	("No," unless box is checked) <input type="checkbox"/> Yes: PO# _____
Order Start Date:	Order End Date:
<p>This Services Agreement is made and entered into pursuant to a Master Services Agreement ("Agreement") between NCTCOG and OneRain. ("Vendor") dated _____. Entity expressly acknowledges and agrees to abide by the terms and conditions of the Agreement and any End-User Agreement(s) required by Vendor as a condition of service delivery.</p> <p>The materials, supplies, goods, services and/or equipment provided hereunder are offered through a cooperative purchasing program to which NCTCOG and Entity are parties. NCTCOG and Entity have executed an Interlocal Cooperative Agreement pursuant to Chapter 791 of the Texas Government Code which satisfies competitive bidding requirements, if any, for these purchases.</p>	

****A \$500.00 Early Adopter's Discount will be permanently applied to the first set of communities that enter into services under this agreement.****

	Subscribers (except where otherwise stated)	Standard Annual Pricing	
SYSTEM	<input type="checkbox"/> StormData Services	\$ 4,950.00	
EQUIPMENT	<input type="checkbox"/> GARR (Gauge Adj. Radar Rainfall)	Included with Services	
SUPPORT	<input type="checkbox"/> Customer Contrall Admin Support	Included with Services	
ANNUAL SUBSCRIPTION FEE TOTAL			

ONE TIME SERVICES	Technical Services Add-Ons (1 or more of these services will be required)		
SERVICES See attached	<input type="checkbox"/> Implementation Services – Custom Dashboards and Control Widget	\$ 1,000.00	
	<input type="checkbox"/> Implementation Services – Hardware: OneRain Custom Serial to IP Kit	\$ 1,500.00	
	<input type="checkbox"/> Client Setup and Configuration	\$ 1,500.00	
	<input type="checkbox"/> Technical Services – Historical Data Load	OneRain to quote	
	<input type="checkbox"/> Technical Services – Custom Data Load	OneRain to quote	
	<input type="checkbox"/> Technical Services – DataSight Data Analysis Software License	OneRain to quote	
	<input type="checkbox"/> Learning Services – Contrail ALERT2 TDMA Manager Training	OneRain to quote	
Misc.	<input type="checkbox"/>		
Misc.	<input type="checkbox"/>		
ONE TIME SERVICES TOTAL			

OPTIONS FOR EXISTING ONERAIN CLIENTS ONLY	The following services are options available to pre-existing OneRain clients, and are not necessary for communities purchasing the NCTCOG/SHARE OneRain Service.		
	<input type="checkbox"/> North Central Texas StormData Services	\$ 3,000.00	
	<input type="checkbox"/> North Central Texas StormData Services with Basin Averaging	\$ 4,200.00	

Billing:
The subscription fees and one-time service costs identified in the Order shall be invoiced after the Effective Date of the Order and shall be due and payable 30 days from the invoice date. Thereafter, annual subscription fees and recurring services shall be invoiced annually at least 30 days prior to and shall be due and payable Net 30 days. The billing schedule for this order is identified below:

Billing	Summary of Subscription(s) & Services	Total Billed	Invoice Date
Invoice #	Subscription Fees Contract Period _____ - _____ \$ One-Time Service Fees \$		Signature Date Due Date: Net 30

Agreed and accepted:

Participating Entity	North Central Texas Council of Governments		
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Member Entities Price List Descriptions

As Member Entities sign up for a User Client under the NCTCOG Conrail Server Regional system they will need to choose the options they are interested in. Each new User Client will require Client Setup and Configuration, and the Conrail Webinar Online Training. OneRain will schedule a conference call with each Member Entity once they have contacted NCTCOG to assess their individual needs. We will limit the sensor count for each member to 100 sensors. This will restrict larger early warning systems from participating in full. Larger flood early warning systems should have their own mission critical base station that they manage.

Description of Services	Qty	Unit	First Year/ One-Time Cost	Annual Recurring
Per Client Professional Services Fees				
Client Setup and Configuration Includes:	1	Each	\$ 1,500	N/A
- Installation and configuration of Conrail application				
- Loading of site and sensor definitions, thresholds, alarms, rating tables, web theme and maps				
Limited to 100 sensors ¹				
-				
Conrail Webinar Online Training	1	Each	\$500	N/A
- Conrail Administrator Training				
- Conrail User Training				
- Access to all recorded training sessions and monthly training series webinars is free				
Total			\$2,000	
Options				
Custom Dashboards and Control Widget Configuration	1	Each	\$1,000	N/A
- Enable control for external devices such as warning lights, automated barricades, sirens, etc.				
- Manual test dashboard				
Hardware: OneRain Custom Serial-to-IP Connection Kit	1	Each	\$1,500	N/A
- Digi™ 4-Port PortServer custom configured				
- Customized serial cable assembly				
Historical Data Load	1	Each	Call for Quote	N/A
Custom Data Feed	1	Each	Call for Quote	N/A
Conrail ALERT2 TDMA Manager™ Training	1	Each	\$0	N/A
DataSight Data Analysis Software License	1	Each	Call for Quote	N/A
- Supports offline data analysis				

Notes:

¹ OneRain defines the following as a single sensor: Air Temperature, Barometric Pressure, Battery Voltage, Dew Point, Evapotranspiration, Flow Rate, Fuel Moisture, Fuel Temperature, Net Solar Radiation, Precipitation, Precipitation Increment, Precipitation Accumulation, Repeater Pass List, Repeater Status, Relative Humidity, Soil Moisture and Stage level.

Appendix A
TWDB Contract Number 1600012047

STATE OF TEXAS

TWDB Contract No. 1600012047

COUNTY OF TRAVIS

Flood Protection

**NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENTS**

THIS Contract, (hereinafter "CONTRACT"), between the Texas Water Development Board (hereinafter "TWDB") and the North Central Texas Council of Governments (hereinafter "CONTRACTOR"), is composed of two parts, SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO THE STANDARD AGREEMENT and SECTION II - STANDARD AGREEMENT.

**SECTION I - SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD
AGREEMENT**

ARTICLE I DEFINITIONS

For the purposes of this CONTRACT, the following terms or phrases shall have the meaning ascribed therewith:

1. TWDB – The Texas Water Development Board, or its designated representative
2. CONTRACTOR – North Central Texas Council of Governments
3. EXECUTIVE ADMINISTRATOR – The Executive Administrator of the TWDB or a designated representative
4. PARTICIPANT(S) – City of McKinney
5. REQUIRED INTERLOCAL AGREEMENT(S) – N/A
6. TWDB APPROVAL DATE – August 25, 2016
7. PROJECT – An early warning system for the PLANNING AREA
8. PLANNING AREA – Collin, Hood, and Johnson Counties. The project area is more specifically defined in Exhibit A (the original grant application).
9. DEADLINE FOR CONTRACT EXECUTION – January 25, 2017
10. CONTRACT INITIATION DATE – August 25, 2016
11. INSTALLATION DEADLINE – December 31, 2017

12. FINAL REPORT - the Early Warning System Report for the PROJECT
13. PROJECT COMPLETION DATE – April 30, 2018
14. EXPIRATION DATE – August 31, 2019
15. TOTAL COSTS – \$190,357.31
16. TWDB SHARE OF THE TOTAL COSTS – the lesser of \$95,178.65 or 50 percent of the TOTAL COSTS.
17. LOCAL SHARE OF THE TOTAL COSTS – \$95,178.66 in cash and/or in-kind contributions or 50 percent of the TOTAL COSTS.
18. PAYMENT REQUEST SCHEDULE – Quarterly
19. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT –

SECTION II - STANDARD AGREEMENT

ARTICLE I RECITALS

Whereas, the CONTRACTOR applied to the TWDB, Austin, Texas, for a planning grant to develop an early warning system/local flood response plan and/or flood protection plan ;

Whereas, the CONTRACTOR and PARTICIPANT will commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL COSTS of this planning project;

Whereas, the CONTRACTOR is the entity who will act as administrator of the TWDB's planning grant and will be responsible for the execution of this CONTRACT;

Whereas, on the TWDB APPROVAL DATE, the Texas Water Development Board approved the CONTRACTOR's application for financial assistance;

Now, therefore, the TWDB and the CONTRACTOR, agree as follows:

ARTICLE II PROJECT DESCRIPTION AND SERVICES TO BE PERFORMED

1. The TWDB enters into this CONTRACT under the authority provided by House Bill 1, Rider 3, Acts of the 84th Texas Legislature, Trusteed Programs Within the Office of the Governor, and the December 10, 2015 Memorandum of Understanding (MOU) Between the Office of the Governor and the TWDB; **EXHIBIT A**, ORIGINAL GRANT APPLICATION; **EXHIBIT B**, SCOPE OF WORK; **EXHIBIT C**, TASK AND EXPENSE BUDGETS; **EXHIBIT D**, Guidelines For Authors Submitting Contract Reports To The Texas Water Development Board, and **EXHIBIT E**, TWDB Guidelines For a Progress Report which are incorporated herein and made a permanent part of this CONTRACT; and this CONTRACT.

2. The CONTRACTOR will conduct the PROJECT for the PLANNING AREA, as delineated and described in **EXHIBIT A**, according to the Scope of Work contained in **EXHIBIT B**.

3. The CONTRACTOR shall establish formal, direct, and continuous liaisons with all community leaders, cities, counties, councils of governments, river authorities, and all applicable state agencies, districts, federal agencies, including the appropriate project directors of the U.S. Army Corps of Engineers, and other governmental entities having flood response, mitigation, or protection responsibility within the PROJECT AREA for the purpose of coordinating the scope of work with existing studies, plans, or activities and for the purpose of providing the best information to support the PROJECT. The CONTRACTOR is responsible for soliciting comments from the general public as to the content and objective of the PROJECT.

4. The CONTRACTOR shall coordinate the PROJECT with existing plans and policies of the entities listed above and all other affected entities.
5. The CONTRACTOR shall hold public meetings with the PARTICIPANTS, consultants, local entities, the TWDB, and any interested parties, to describe the PROJECT and to solicit input and comments from the affected public. Public meetings must be conducted in accordance with the Texas Open Meetings Act and held as determined by the CONTRACTOR and TWDB but at a minimum, at the commencement of the study, near the mid-point of the study, and upon completion of the FINAL REPORT.

ARTICLE III CONTRACT TERM, SCHEDULE, REPORTS, AND OTHER PRODUCTS

1. The CONTRACTOR has until the DEADLINE FOR CONTRACT EXECUTION to execute this CONTRACT and to provide acceptable evidence of any REQUIRED INTERLOCAL AGREEMENTS and evidence of the CONTRACTOR's ability to provide the LOCAL SHARE OF THE TOTAL COSTS, if applicable, to the EXECUTIVE ADMINISTRATOR for approval or the TWDB's SHARE OF THE TOTAL COSTS will be rescinded.
2. The term of this CONTRACT begins and the CONTRACTOR begins performing its obligations hereunder on the CONTRACT INITIATION DATE and ends on the EXPIRATION DATE. Delivery of an acceptable FINAL REPORT for the PROJECT no later than the EXPIRATION DATE constitutes completion of the terms of this CONTRACT.
3. A progress report, including results to date, must be provided to the EXECUTIVE ADMINISTRATOR according to the PAYMENT REQUEST SCHEDULE throughout the project. Special interim reports on special topics and/or results will be provided as appropriate. Instructions for the progress report are shown in **EXHIBIT E**, TWDB GUIDELINES FOR A PROGRESS REPORT.
4. The CONTRACTOR will complete the PROJECT consisting of the following:
 - A. **EARLY WARNING SYSTEM**
 - (1) Installation Standards - The CONTRACTOR shall follow industry standards and best practices to ensure that the early warning systems installation(s) is/are performed properly no later than the INSTALLATION DEADLINE, that maintenance is performed regularly and that the equipment is kept in good working order.
 - (2) Recordkeeping - The CONTRACTOR shall keep and maintain records relating to the necessity for and the use of the equipment to further the purposes of this CONTRACT. The CONTRACTOR shall be liable for any damage to and loss of such equipment if such damage or loss is due to CONTRACTOR negligence or deliberate misuse.

- (3) Installation Period - The CONTRACTOR shall install the early warning systems and data collection gages and make them operational no later than the INSTALLATION DEADLINE proposed in this PROJECT.
- (4) Data Quality - The CONTRACTOR shall coordinate equipment and data standards or collection protocols to match existing state or national data collection efforts to insure consistency and compatibility with existing flood warning and forecasting efforts across the state. The TWDB can facilitate this effort.
- (5) Data Reporting Period - After the Installation Period, early warning systems must be maintained by the CONTRACTOR for a minimum of a five-year period. Data must be reported to a publicly accessible website or delivered to the TWDB or other coordinated entity for use in providing information on flood conditions. Data collected as part of this PROJECT must be maintained and made available to the TWDB and other public service entities throughout the project period and for as long as the equipment is operational. Annual data reports summarizing the data served by the system are due within 30 days of the following dates:
 - a. August 31, 2018
 - b. August 31, 2019
 - c. August 31, 2020
 - d. August 31, 2021
 - e. August 31, 2022
- (6) Data Accessibility - Data must be reported to a publicly accessible website or delivered to the TWDB for use in providing information on flood conditions. Data collected as part of this PROJECT must be made available to the TWDB and other public service entities throughout the project period and for as long as the equipment is operational.
- (7) Draft Report - The draft Early Warning System Report must be submitted to the EXECUTIVE ADMINISTRATOR for review and comment no later than the PROJECT COMPLETION DATE. Information in the report should include at a minimum:
 - a. Communities and/or entities involved in formulating the system plan, including dates of contact;
 - b. Public comment;
 - c. Types of equipment installed or proposed equipment;
 - d. Location(s) of equipment placement or proposed equipment;
 - e. Scheduled maintenance of equipment or proposed equipment; and
 - f. Scheduled monitoring of equipment or proposed equipment.
- (8) Early Termination - If this CONTRACT is terminated for any reason prior to satisfactory performance of CONTRACTOR work or the completion of the PROJECT, then the TWDB may require the return of purchased

equipment to the TWDB or may allow the CONTRACTOR to reimburse the TWDB and maintain ownership of the equipment. Upon delivery of the FINAL REPORT, the CONTRACTOR may maintain ownership of the equipment.

5. The CONTRACTOR shall complete a DRAFT REPORT according to the guidance given by type of PROJECT as provided in Article III Section 4. DRAFT REPORTS must include an *Executive Summary*, an *Introduction* describing the project or research performed; a *Methodology* section to describe any materials, procedures, or models used; *Results* to describe any analyses, activities, or data collected, *Conclusions* of the PROJECT, and Recommendations as appropriate. DRAFT REPORTS must include a Table of Contents, List of Figures, List of Tables, a List of References, and any other pertinent information such as the scope of work or other diagrams, graphics, or tables to explain the procedures and results of the study. The DRAFT REPORT also must include an electronic copy of any computer programs, maps, or models along with any manuals or sample data set(s) developed under the terms of this CONTRACT. The CONTRACTOR shall deliver four (4) double-sided copies and one electronic copy (one in Portable Document Format (PDF) and one in Microsoft Word format) of the DRAFT REPORT to the EXECUTIVE ADMINISTRATOR no later than the PROJECT COMPLETION DATE. All DRAFT REPORTS must be prepared according to **EXHIBIT D**, *Guidelines For Authors Submitting Contract Reports To The Texas Water Development Board*. After a 45-day review period, the EXECUTIVE ADMINISTRATOR will return review comments to the CONTRACTOR.
6. The CONTRACTOR must consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commentors on all draft deliverables into the FINAL REPORT. The CONTRACTOR shall include a copy of the EXECUTIVE ADMINISTRATOR's comments in the FINAL REPORT. The CONTRACTOR shall submit one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF) and seven (7) bound double-sided copies of the FINAL REPORT to the EXECUTIVE ADMINISTRATOR no later than the EXPIRATION DATE. The CONTRACTOR shall submit one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability of State Web Sites), the digital copy of the FINAL REPORT must comply with the requirements and standards specified in statute. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the FINAL REPORT. If the FINAL REPORT is rejected, the rejection letter sent to the CONTRACTOR will state the reasons for rejection and the steps the CONTRACTOR needs to take to have the FINAL REPORT accepted and the retainage released. An extension of the CONTRACT will be prepared if necessary to allow time for the CONTRACTOR to resubmit the FINAL REPORT.
7. The EXECUTIVE ADMINISTRATOR can extend the PROJECT COMPLETION DATE and the EXPIRATION DATE upon written approval. The CONTRACTOR shall notify the EXECUTIVE ADMINISTRATOR in writing within ten (10) working days prior to the

COMPLETION DATE or thirty (30) days prior to the EXPIRATION DATE that the CONTRACTOR is requesting an extension to the respective dates.

ARTICLE IV COMPENSATION, REIMBURSEMENT AND REPAYMENT

1. The TWDB agrees to compensate and reimburse the CONTRACTOR in a total amount not to exceed the TWDB's SHARE OF THE TOTAL COSTS for costs incurred and paid by the CONTRACTOR pursuant to performance of this CONTRACT. The CONTRACTOR will contribute local matching funds, if applicable, in sources and amounts defined as the LOCAL SHARE OF THE TOTAL COSTS. The TWDB will reimburse the CONTRACTOR for ninety percent (90%) of the TWDB's share of each invoice pending the CONTRACTOR's performance, completion of the PROJECT, and written acceptance of said PROJECT by the EXECUTIVE ADMINISTRATOR, at which time the TWDB will pay the retained ten percent (10%) to the CONTRACTOR.

2. The CONTRACTOR shall submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in **EXHIBIT C** of this CONTRACT. The CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount in any one task or expense category does not exceed 35% of the total amount for the task or category as authorized by this CONTRACT. Larger deviations shall require approval by the EXECUTIVE ADMINISTRATOR or designee which will be documented through an Approved Budget Memorandum to the TWDB contract file. The CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amounts.

For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that the REQUIRED INTERLOCAL AGREEMENT(S) and contracts or agreements between the CONTRACTOR and the subcontractors are consistent with the terms of this CONTRACT. The CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by the TWDB.

3. The CONTRACTOR 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 EXECUTIVE ADMINISTRATOR. Accounting by the CONTRACTOR and its subcontractors shall be in a manner consistent with Generally Accepted Accounting Principles (GAAP).

By executing this CONTRACT, the CONTRACTOR 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 CONTRACTOR shall comply with and cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the State Auditor with

access to any information the State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontracts related to this contract that requires the subcontractors to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontracts.

The CONTRACTOR shall submit a signed and completed payment request using the current spreadsheet located at: www.twdb.texas.gov/about/contract_admin/index.asp along with a progress report as described in Section II, Article III, Paragraph 3. To obtain reimbursement for the TWDB'S SHARE OF THE TOTAL COSTS, CONTRACTOR shall also submit the following documentation of TOTAL COSTS for the reporting period to the EXECUTIVE ADMINISTRATOR, even if the TOTAL COSTS for the reporting period are zero:

- A. A completed "Current Reimbursement Worksheet" Payment Request Checklist tab, or an invoice which includes the following information:
 - (1) TWDB Contract Number;
 - (2) Billing period; beginning (date) to ending (date);
 - (3) Total Expenses for this period;
 - (4) Total In-kind services, if applicable;
 - (5) Less Local Share of the total COSTS for the billing period, if applicable;
 - (6) Total TWDB's share of the total COSTS for the billing period;
 - (7) Total costs to be reimbursed by the TWDB for the billing period; and
 - (8) Certification, signed by the CONTRACTOR authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.

- B. Using the "Current Reimbursement" Worksheet, post all expenses for the period on the Invoice Ledger tab and Task Ledger tab for direct expenses incurred by the CONTRACTOR.
 - (1) Salaries and Wages, Fringe, Overhead, and Profit.
 - (2) Other Expenses: Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable).
 - (3) Travel Expenses: Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2015, Article IX, Part 5, as amended or superceded. Receipts required for lodging; as well as copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals.

- C. Using the “Current Reimbursement” Worksheet, post all expenses for the period on the Invoice Ledger tab and Task Ledger tab for direct expenses incurred by all subcontractors.
- (1) Salaries and Wages, Fringe, Overhead, and Profit.
 - (2) Other Expenses: Copies of detailed, itemized invoices/receipts for other expenses (credit card summary receipts or statements are not acceptable).
 - (3) Travel Expenses: Names, dates, work locations, time periods at work locations, itemization of subsistence expenses of each employee, limited, however, to travel expenses authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2015, Article IX, Part 5, as amended or superceded. Receipts required for lodging; as well as copies of invoices or tickets for transportation costs or, if not available, names, dates, and points of travel of individuals.
4. Reimbursement Requests that lack required documentation will be denied or partially paid if deficiencies are not resolved within ten (10) business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by the CONTRACTOR with the required documentation to be reconsidered for reimbursement. If for some reason the reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, the CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
 5. The CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of eligible travel expenses authorized and approved by the State of Texas under this CONTRACT.
 6. The CONTRACTOR is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 60 days following the EXPIRATION DATE. Failure to submit a timely final payment request may result in the release of the retained funds to the CONTRACTOR and a lapse and closure of any other remaining funding under this CONTRACT.

ARTICLE V INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

1. For purposes of this Article, “CONTRACTOR Works” are work products developed by the CONTRACTOR and subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports, drafts of reports, or other material, data, drawings, studies, analyses, notes, plans, computer programs and codes, or other work products, whether final or intermediate.

- A. It is agreed that all CONTRACTOR Works are the joint property of the TWDB and the CONTRACTOR.
 - B. The parties hereby agree that, if recognized as such by applicable law, the CONTRACTOR Works are intended to and shall be works-made-for-hire with joint ownership between the TWDB and the CONTRACTOR as such works are created in whole or part.
 - C. If the CONTRACTOR Works do not qualify as works-made-for-hire under applicable law, the CONTRACTOR hereby conveys co-ownership of such works to the TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, the CONTRACTOR agree to convey a co-ownership interest of the CONTRACTOR Works to the TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by the TWDB.
2. The TWDB and the CONTRACTOR acknowledge that the copyright in and to copyrightable CONTRACTOR Works subsists upon creation of the CONTRACTOR Works and its fixing in any tangible medium. The CONTRACTOR or the TWDB may register the copyrights to such Works jointly in the names of the CONTRACTOR and the TWDB.
3. The TWDB and the CONTRACTOR each have full and unrestricted rights to use CONTRACTOR Works with No Compensation Obligation.
4. For purposes of this Article, "Subcontractor Works" include all work product developed in whole or part by or on behalf of subcontractors engaged by the CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the subcontractor's subcontractors hereunder, and so on). The CONTRACTOR shall secure in writing from any subcontractor so engaged:
- A. Unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of the TWDB and, if desired, of the CONTRACTOR to access and receive, and to use, any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either
 - B. Assignment by the subcontractors to the TWDB and, if desired by them, jointly to the CONTRACTOR of ownership (or joint ownership with the subcontractors) of all Subcontractor Works, with No Compensation Obligation; or
 - C. Subcontractors must grant a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to the TWDB and, if desired by them, the CONTRACTOR may use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.

5. "Use" of a work product, whether CONTRACTOR Works, Subcontractor Works or otherwise, means and includes, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any media or forms, whether now known or later existing.
6. "No Compensation Obligation" means there is no obligation on the part of one co-owner or licensee of a work, whether CONTRACTOR Works, Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
7. "Dissemination" includes, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
8. The TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by the CONTRACTOR and subcontractors in, or otherwise resulting from, the performance of services under this CONTRACT.
9. No unauthorized patents. The CONTRACTOR Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by the CONTRACTOR or subcontractors unless the Executive Administrator consents in writing to submission of an application for patent on such works; and provided that, unless otherwise agreed in writing:
 - A. Any application made for patent must include and name the TWDB and, as applicable and desired by them, the CONTRACTOR as co-owners of the patented work;
 - B. No patent granted will in any way limit, or be used by the CONTRACTOR or subcontractors to limit or bar the TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and
 - C. The TWDB and, if applicable, the CONTRACTOR shall have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.

10. The CONTRACTOR shall include terms and conditions in all contracts or other engagement agreements with any subcontractors as are necessary to secure these rights and protections for the TWDB; and shall require that their subcontractors include similar such terms and conditions in any contracts or other engagements with their subcontractors. For the purposes of this section, "subcontractors" includes independent contractors (including consultants) and employees working outside the course and scope of employment.
11. Any work products subject to a TWDB copyright or joint copyright and produced or developed by the CONTRACTOR or their subcontractors pursuant to this CONTRACT or using any funding provided by the TWDB may be reproduced in any media, forms or formats by the TWDB or the CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. The CONTRACTOR may utilize such work products as they may deem appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.
12. The CONTRACTOR agrees to acknowledge the TWDB in any news releases or other publications relating to the work performed under this CONTRACT.

ARTICLE VI AMENDMENT, TERMINATION, AND STOP ORDERS

1. This CONTRACT may be altered or amended by mutual written consent or terminated by the EXECUTIVE ADMINISTRATOR at any time by written notice to the CONTRACTOR. Upon receipt of such termination notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this CONTRACT and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this CONTRACT. The CONTRACTOR shall submit a statement showing in detail the work performed under this CONTRACT to the date of termination. The TWDB shall then pay the CONTRACTOR promptly that proportion of the prescribed fee, which applies to the work, actually performed under this CONTRACT, less all payments that have been previously made. Thereupon, copies of all work accomplished under this CONTRACT shall be delivered to the TWDB.
2. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the CONTRACTOR at any time. Upon receipt of such order, the CONTRACTOR shall discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by the CONTRACTOR of the Stop Work Order, the CONTRACTOR shall regard this CONTRACT terminated in accordance with the foregoing provisions.

ARTICLE VII SUBCONTRACTS

Each subcontract entered into to perform required work under this CONTRACT must contain the following provisions:

1. A clause that states that the parties shall not construe this SUBCONTRACT and Agreement as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this SUBCONTRACT transcends the biennium in which this SUBCONTRACT is entered into, this SUBCONTRACT is specifically contingent upon the continued authority of the TWDB and appropriations therefore.
2. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses;
3. A clause stating that the subcontract is subject to audit by the Texas State Auditor's Office and requiring the subcontractor to cooperate with any request for information from the Texas State Auditor, as further described in **Article X, Section 1, Paragraph D** hereof;
4. A clause stating that payments under the subcontract are contingent upon the appropriation of funds by the Texas Legislature, as further described in **Article X, Section 1, Paragraph A** hereof;
5. A clause stating that data, materials and work papers, in any media, that are gathered, compiled, adapted for use or generated by the subcontractor or the CONTRACTOR become data, materials and work owned by the TWDB and that subcontractor has no proprietary rights in such data, materials and work papers, except as further described in **Article V** hereof;
6. A clause stating that subcontractor shall keep timely and accurate books and records of accounts according to generally acceptable accounting principles as further described in **Article X, Section 2, Paragraph G**;
7. A clause stating that subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and that subcontractor is solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and
8. A clause stating that subcontractor is an independent contractor and that the TWDB shall have no liability resulting from any failure of subcontractor that results in breach of CONTRACT, property damage, personal injury or death.

ARTICLE VIII LICENSES, PERMIT, AND INSURANCE

1. For the purpose of this CONTRACT, the CONTRACTOR will be considered an independent contractor and therefore solely responsible for liability resulting from negligent acts or omissions. The CONTRACTOR shall obtain all necessary insurance, in the judgment of the CONTRACTOR, to protect themselves, the TWDB, and employees and officials of the TWDB from liability arising out of this CONTRACT.
2. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits, which may be required by any competent authority for the CONTRACTOR to perform the subject work.
3. Indemnification. The CONTRACTOR shall indemnify and hold the TWDB and the State of Texas harmless, to the extent the CONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the CONTRACTOR, arising out of the activities and work conducted pursuant to this CONTRACT. The CONTRACTOR is solely responsible for liability arising out of its negligent acts or omissions during the performance of this CONTRACT. This agreement does not create any third party cause of action and the CONTRACTOR does not waive any immunity available under state law.

ARTICLE IX SEVERABILITY

Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain of full force and effect.

ARTICLE X GENERAL TERMS AND CONDITIONS

1. **GENERAL TERMS**
 - A. **No Debt Against the State.** This CONTRACT does not create any debt by or on behalf of the State of Texas and the TWDB. The TWDB's obligations under this CONTRACT are contingent upon the availability of appropriated funds and the continued legal authority of the TWDB to enter into this CONTRACT.
 - B. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

- C. **Procurement Laws.** The CONTRACTOR shall comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.
- D. **Right to Audit.** The CONTRACTOR and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this CONTRACT. The CONTRACTOR shall make such documents and records available for examination and audit by the Executive Administrator or any other authorized entity of the State of Texas. The CONTRACTOR's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles. By executing this CONTRACT, the CONTRACTOR accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The CONTRACTOR 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 all state funds received pursuant to the subcontract.
- E. **Force Majeure.** Unless otherwise provided, neither the CONTRACTOR nor the TWDB nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this CONTRACT caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within five (5) business days of the existence of such force majeure or otherwise waive this right as a defense.

2. **STANDARDS OF PERFORMANCE**

- A. **Personnel.** The CONTRACTOR shall assign only qualified personnel to perform the services required under this CONTRACT. The CONTRACTOR shall be responsible for ensuring that any subcontractor utilized shall also assign only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skills and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- B. **Professional Standards.** The CONTRACTOR shall provide the services and deliverables in accordance with applicable professional standards. The CONTRACTOR represents and warrants that he is authorized to acquire subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- C. **Antitrust.** The CONTRACTOR represents and warrants that neither the CONTRACTOR nor any firm, corporation, partnership, or institution represented by the CONTRACTOR, or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under the Texas Business & Commerce Code, Chapter 15, of the federal antitrust laws; or (2) communicated directly or indirectly the proposal resulting in this CONTRACT to any competitor or other person engaged in such line of business during the procurement process for this CONTRACT.
- D. **Conflict of Interest.** The CONTRACTOR represents and warrants that CONTRACTOR has no actual or potential conflicts of interest in providing the deliverables required by this CONTRACT to the State of Texas and the TWDB. The CONTRACTOR represents that the provision of services under this CONTRACT will not create an appearance of impropriety. The CONTRACTOR also represents and warrants that, during the term of this CONTRACT, the CONTRACTOR will immediately notify the TWDB, in writing, of any potential conflict of interest that could adversely affect the TWDB by creating the appearance of a conflict of interest.

The CONTRACTOR represents and warrants that neither the CONTRACTOR nor any person or entity that will participate financially in this CONTRACT has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of specifications for this CONTRACT. The CONTRACTOR represents and warrants that he has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant in connection with this CONTRACT.

- E. **Proprietary and Confidential Information.** The CONTRACTOR warrants and represents that any information that is proprietary or confidential, and is received by the CONTRACTOR from the TWDB or any governmental entity, shall not be disclosed to third parties without the written consent of the TWDB or applicable governmental entity, whose consent shall not be unreasonably withheld.
- F. **Public Information Act.** The CONTRACTOR acknowledges and agrees that all documents, in any media, generated in the performance of work conducted under this CONTRACT are subject to public disclosure under the Public Information Act, Government Code, Chapter 552. The CONTRACTOR shall produce all documents upon request of the TWDB within two (2) business days when the documents are required to comply with a request for information under the Public Information Act.
- G. **Accurate and Timely Record Keeping.** The CONTRACTOR warrants and represents that CONTRACTOR will keep timely, accurate and honest books and records relating to the work performed and the payments received under this CONTRACT according to generally accepted accounting standards. Further, the CONTRACTOR agrees that the CONTRACTOR will create such books and records at or about the time the transaction reflected in the books and records occurs.
- H. **Dispute Resolution.** The CONTRACTOR and the TWDB agree to make a good faith effort to resolve any dispute relating to the work required under this CONTRACT through negotiation and mediation as provided by Texas Government Code, Chapter 2260 relating to resolution of certain contract claims against the state. The CONTRACTOR and the TWDB further agree that they shall attempt to use any method of alternative dispute resolution mutually agreed upon to resolve any dispute arising under this CONTRACT if this CONTRACT is not subject to Chapter 2260.
- I. **Contract Administration.** The TWDB shall designate a project manager for this CONTRACT. The project manager will serve as the point of contact between the TWDB and the CONTRACTOR. The TWDB's project manager shall supervise the TWDB's review of the CONTRACTOR's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

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

For the TWDB:

For the CONTRACTOR:

Contract Issues:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Contract Issues:

Derica Peters
North Central Texas Council of Governments
P. O. Box 5888
Arlington, Texas 76005-5888
Email: dpeters@nctcog.org

Payment Request Submission:

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

Payment Request Submission:

Pam Tinsley
North Central Texas Council of Governments
P. O. Box 5888
Arlington, Texas 76005-5888
Email: ptinsley@nctcog.org

Physical Address:

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

Authorized Financial Representative:

Molly Rendon
North Central Texas Council of Governments
P. O. Box 5888
Arlington, Texas 76005-5888
Email: Mrendon@nctcog.org

Physical Address:

Center Point 11
616 Six Flags Rd
Arlington, Texas 76011

IN WITNESS WHEREOF, the parties have caused this CONTRACT to be duly executed in multiple originals.

TEXAS WATER DEVELOPMENT BOARD

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS



Jeff Walker
Executive Administrator

Mike Eastland
Executive Director

Date: 1/1/16
".....J....."

Date: 1/1/16

EXHIBIT A

ORIGINAL GRANT APPLICATION

EXHIBIT B

SCOPE OF WORK

General Project Description:

NCTCOG is responsible for assisting and facilitating flood prevention management through its Environment and Development, Transportation, Emergency Preparedness, and 911 Departments. These departments have collaborated to develop the following scope of work.

This project will involve the installation of Intelligent Transportation System (ITS) infrastructure that employs a water sensor gage to trigger warning lights and send a signal at the precise time of flood detection. They will be installed at locations determined to be susceptible to flash flood hazards, based on the history of these events at the location. When planning the site location, considerations will include the substrate stability and water level fluctuation, and to design a housing solution that will effectively protect the gage from acts of nature or vandalism. Physical constraints of a site, the time required to reach the location, legal and physical access to a site, and safety issues will be considered when making site selections.

Each site will have an automated low water crossing warning system using flashing lights mounted on traffic poles on each side of a low water crossing; two poles per low water crossing. Each pole will have a warning sign giving caution to oncoming metrics. The device will be configured to react when water rises to a certain level in the roadway or culvert where the sensor is located. This will then trigger two signals, one to activate the blinking lights to warn drivers not to enter the road, and another signal sent to a varieties of recipients, including the appropriate emergency management staff, and the public. Emergency management staff can then act as necessary, which may involve sending staff to erect barricades at the location, sending emergency response teams, or disseminating the information to the public through existing communication platforms. When the water subsides, the data transfer signal will be activated again, notifying the appropriate staff that the conditions have changed. The lights will turn off when the level drops to a reset limit or a time limit expires.

To improve system safety and reliability in the face of increased storm chances, at-risk facilities, and the overall affected number of travelers in the North Central Texas region, a significant amount of information from multiple sources must be collected, analyzed, and disseminated to outline, track, and potentially modify appropriate and timely courses of action. Examples of the required information include meteorological data and forecasts, hydrological data and forecasts, transportation asset performance or condition data, and operations data for various components and services that constitute the overall warning system. All of this information requires an extensive and heavily coordinated apparatus of

hardware, software, and manpower among numerous government agencies and private firms collectively responsible for implementation and real-time management. These flood gauges and warning devices will add to this network of data sources. To function with the highest efficiency possible, all relevant flooding information, including emergency responses and avoidance routing, should be communicated in a timely and adaptable fashion so that travelers can safely make informed decisions with reduced delay and risk. One of these communication platforms to be employed is *CASA*. Meteorological data for the North Central Texas region is collected and made available through the *CASA* project, Collaborative Adaptive Sensing of the Atmosphere (*CASA*) DFW Urban Test Bed Pilot Project, a project coordinated by NCTCOG with innovative forecast scanning capabilities to both detect and forecast intense rainfall with greater accuracy and precision. *CASA* presents all findings on a centralized website available to the public, and they are building a smart phone application to host this data.

In addition to the existing communication platforms available, NCTCOG has developed a scope of work for the following project. They are currently pursuing funding opportunities to implement a project wherein they will make real time flood information through 511DFW--the official traffic and traveler information source for the region. The system contains public interfaces comprised of a website, web-based personalized My511, mobile apps and an Interactive Voice Response (IVR) telephone system available to cell customers and landlines. It includes mobile apps for Android and Apple devices, social media tool (Twitter), data collection/fusion/distribution engine and associated data interfaces to collect and process transportation data and distribute traveler information, in addition to an accessible archive of the information provided.

OBJECTIVE 1: PROJECT ADMINISTRATION

Goal: To effectively coordinate and monitor all technical and financial activities performed under this contract, prepare regular progress reports, conduct quarterly conference calls, and manage project files and data.

Task 1.1: **Project Oversight** – The NCTCOG will provide technical and fiscal oversight of the NCTCOG project staff and/or subgrantee(s)/subcontractor(s) to ensure Tasks and deliverables are acceptable and are completed as scheduled and within the budget. With the TWDB Project Manager’s authorization, the NCTCOG may secure the services of subgrantee(s) /subcontractor(s) as necessary for technical support, repairs, and training.

Task 1.2 **Project Accounting** – The NCTCOG will submit Reimbursement Forms to the TWDB in accordance with the Special Terms and Conditions. The NCTCOG shall submit payment requests and documentation for reimbursement billing according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in **EXHIBIT C** of this CONTRACT. The REQUIRED INTERLOCAL AGREEMENT(S) and contracts or

agreements between the CONTRACTOR and the subcontractors will be consistent with the terms of this CONTRACT. The NCTCOG is fully responsible for paying all charges by subcontractors prior to reimbursement by the TWDB. NCTCOG 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 EXECUTIVE ADMINISTRATOR. Accounting by NCTCOG and its subcontractors shall be in a manner consistent with Generally Accepted Accounting Principles (GAAP).

NCTCOG shall submit a signed and completed payment request using the current spreadsheet located at:
www.twdb.texas.gov/about/contract_admin/index.asp
along with a progress report as described in Section II, Article III, Paragraph 3.

Task 1.3 **Contract Communication** –NCTCOG will maintain regular telephone and/or email communication with the TWDB Project Manager regarding the status and progress of the project.

Task 1.4 **Public Meetings** – NCTCOG will hold public meetings with the PARTICIPANTS, consultants, local entities, the TWDB, and any interested parties, to describe the PROJECT and to solicit input and comments from the affected public. Public meetings must be conducted in accordance with the Texas Open Meetings Act and held as determined by NCTCOG and TWDB but at a minimum, at the commencement of the study (project?) near the mid-point of the study, and upon completion of the FINAL REPORT.

Task 1.5 **Progress Reports** – The progress report will be formatted and submitted according to Exhibit E and have information related to Work Completed and Problems.

Deliverables:

- Reimbursement Forms
- Public Meetings
- Progress Reports

OBJECTIVE 2: SUBCONTRACTOR COORDINATION

Goal: All tasks will be completed in coordination with appropriate partners, committees, stakeholders and the TWDB.

- Task 2.1:** **Equipment Identification and Selection** – NCTCOG will work with partnering communities to identify the proper equipment and software to employ to meet the needs of the communities.
- Task 2.2:** **Equipment Identification Locations** - NCTCOG will work with partnering communities to identify the most optimal locations in need of early flood warning detection systems.
- Task 2.3:** **Procurement** – NCTCOG will comply with applicable State of Texas procurement laws, rules and policies, including but not limited to competitive bidding and the Professional Services Procurement Act, Government Code, Chapter 2254..
- Task 2.4:** **Equipment connection and network integration** - NCTCOG will follow the industry standards and best practices to ensure that the early warning system installations are performed properly no later than the installation deadline.

OBJECTIVE 3: NCTCOG’s NORTH CENTRAL TEXAS REPORT

Goal: To provide TWDB with reports on project status.

- Task 3.1:** **Early Warning System Report** - The draft Early Warning System Report must be submitted to the EXECUTIVE ADMINISTRATOR for review and comment no later than the PROJECT COMPLETION DATE. Information in the report will include at a minimum:
- a. Communities and/or entities involved in formulating the system plan, including dates of contact;
 - b. Public comment;
 - c. Types of equipment installed or proposed equipment;
 - d. Location(s) of equipment placement or proposed equipment;
 - e. Scheduled maintenance of equipment or proposed equipment; and
 - f. Scheduled monitoring of equipment or proposed equipment.
- Task 3.2:** **Final Report** - NCTCOG will consider incorporating comments from the EXECUTIVE ADMINISTRATOR and other commenters on all draft deliverables into the FINAL REPORT. NCTCOG shall include a copy of the EXECUTIVE ADMINISTRATOR’s comments in the FINAL REPORT. NCTCOG shall submit one (1) electronic copy of the entire FINAL REPORT in Portable Document Format (PDF) and seven (7) bound double-sided copies of the FINAL REPORT to the EXECUTIVE ADMINISTRATOR no later than the EXPIRATION DATE. NCTCOG shall submit one (1) electronic copy of any computer programs or models and an operations manual developed under the terms of this CONTRACT. In compliance with Texas Administrative Code, Title 1, Part 10, Chapters 206 and 213 (related to Accessibility and Usability

of State Web Sites), the digital copy of the FINAL REPORT must comply with the requirements and standards specified in statute. After a 30-day review period, the EXECUTIVE ADMINISTRATOR will either accept or reject the FINAL REPORT. If the FINAL REPORT is rejected, the rejection letter sent to NCTCOG will state the reasons for rejection and the steps NCTCOG needs to take to have the FINAL REPORT accepted and the retainage released. An extension of the CONTRACT will be prepared if necessary to allow time for the CONTRACTOR to resubmit the FINAL REPORT.

Deliverables:

- Draft Report
- Final Report

OBJECTIVE 4: MAINTENANCE OF EQUIPMENT AND SYSTEMS

Goal: NCTCOG will follow industry standards and best practices through agreements with subcontractors to ensure that the early warning systems maintenance is performed regularly and that the equipment is kept in good working order.

Task 4.1. After the installation period, the systems will be maintained by NCTCOG through agreements with subcontractors for a minimum of a five-year period.

OBJECTIVE 5: DATA COLLECTION

Goal: To provide TWDB with data collected through early warning system equipment.

Task 5.1: **Reporting of Data** - During the post-installation period, the 5-year maintenance period will coincide with data reporting. Data will be reported to a publicly accessible website or delivered to the TWDB or other coordinated entity for use in providing information on flood conditions. Data collected as part of this PROJECT must be maintained and made available to the TWDB and other public service entities throughout the project period and for as long as the equipment is operational. Annual data reports summarizing the data served by the system will be provided within 30 days of the following dates:

- August 31, 2018
- August 31, 2019
- August 31, 2020
- August 31, 2021
- August 31, 2022

Task 5.2: **Data Accessibility** - Data must be reported to a publicly accessible website or delivered to the TWDB for use in providing information on flood conditions. Data collected as part of this PROJECT must be made available to the TWDB and other public service entities throughout the project period and for as long as the equipment is operational.

Deliverables:

- Data reports

Projected Schedule for Completing Detailed Scope of Work by Task		
Task No.	Deliverable	Due Date
1.1	Project Oversight	Ongoing
1.2	Project Accounting	Quarterly – According to Payment Request Schedule
1.3	Contract Communication	Ongoing
1.4	Public Meetings	At the commencement of the project near the mid-point of the study, and upon completion of the FINAL REPORT
1.5	Progress Reports	Quarterly – According to Payment Request Schedule
2.1	Equipment Identification and Selection	August 2017
2.2	Equipment Location Identification	September 2017
2.3	Procurement	September 2017
2.4	Equipment Connection and Network Integration	December 2017
3.1	Draft Early Warning System Report	April 30, 2018
3.2	Final Report	Expiration Date: August 31, 2019
4.1	Maintenance of Equipment and Systems for 5 years	For 5 years
5.1	Reporting of Data – Data Reports	<p>Within 30 days of the following dates</p> <ul style="list-style-type: none"> • August 31, 2018 • August 31, 2019 • August 31, 2020 • August 31, 2021 • August 31, 2022
5.2	Data Accessibility	Throughout the project period and for as long as the equipment is operational

EXHIBIT C

TASK AND EXPENSE BUDGETS

TASK BUDGET

TASK	DESCRIPTION	AMOUNT
1	Project Oversight	\$4,317.31
2	Equipment Identification and Selection	6,640.00
3	Procurement	140,000.00
4	Equipment Connection and Network Integration	36,400.00
5	Maintenance	3,000.00
TOTAL		\$190,357.31

EXPENSE BUDGET

CATEGORY	CONTRACTOR	CONTRACTOR IN-KIND	TOTAL
Salaries & Wages ¹	\$1,603.64	\$6,640.00	\$8,243.64
Fringe ²	700.79	0.00	700.79
Travel ³	0.00	0.00	0.00
Subcontract Services	140,000.00	0.00	140,000.00
Equipment	0.00	22,200.00	22,200.00
Materials	0.00	14,200.00	14,200.00
Other Expenses ⁴	1,605.00	3,000.00	4,605.00
Overhead ⁵	407.88	0.00	407.88
Profit	0.00	0.00	0.00
TOTAL	\$144,317.31	\$46,040.00	\$190,357.31

¹ Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

² Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Travel is limited to the maximum amounts authorized for state employees by the General Appropriations Act, Tex. Leg. Regular Session, 2015, Article IX, Part 5, as amended or superseded

⁴ Other Expenses is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

⁵ Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT.

EXHIBIT D

GUIDELINES FOR AUTHORS SUBMITTING CONTRACT REPORTS TO THE TEXAS WATER DEVELOPMENT BOARD

1.0 Introduction

The purpose of this document is to describe the required format of contract reports submitted to the Texas Water Development Board (TWDB). Our reason for standardizing the format of contract reports is to provide our customers a consistent, and therefore familiar, format for contract reports (which we post online for public access). Another reason for standardizing the format is so that we can more easily turn a contract report into a TWDB numbered report if we so choose. Remember that your report will not only be seen by TWDB staff, but also by any person interested in the results of your study. A professional and high quality report will reflect well on you, your employer, and the TWDB.

Available upon request, we will provide a Microsoft Word template (used to write these instructions) that gives the fonts, spacing, and other specifications for the headings and text of the report. Please follow this template as closely as possible.

2.1 Formatting your report

The TWDB format is designed for simplicity. For example, we use Times New Roman for all text. We use 12 point, single-spaced text, left justification for paragraph text, 18 point bold for first-level headings, and 14 point bold for second-level headings. Page numbers are centered at the bottom of the page. Other than page numbers, please refrain from adding content to the document header or footer. Page setup should use one-inch margins on all four sides.

2.2 Text

The best way to format your document is to use the styles described and embedded in the template document (Authors_Template.dot) that is available on request from the TWDB. To use the Authors_Template.dot file, open it in Word (make sure *.dot is listed under Files of type) and save it as a .doc file. Advanced users can add the .dot file to their computers as a template.

Make sure the formatting bar is on the desktop (to open, go to View→Toolbars→Formatting) or, to view all of the formatting at once, go to Format→Styles and Formatting and select Available Styles from the dropdown box at the bottom of the window. The formatting in the template document provides styles (such as font type, spacing, and indents) for each piece of your report. Each style is named to describe what it should be used for (for example, style names include Chapter Title, Body Text, Heading 1, References, and Figure or Table Caption). As you add to your report, use the dropdown list on the Formatting Toolbar or the list in the Styles and Formatting window to adjust the text to the correct style. The Authors_Template.dot file shows and lists the specifications for each style.

2.1.1 Title

Give your report a title that gives the reader an idea of the topic of your report but is not terribly long. In addition to the general subject (for example, "Droughts"), you may include a few additional words to describe a place, methodology, or other detail focused on throughout the paper (for

example, “Droughts in the High Plains of Texas” or “Evaluating the effects of drought using groundwater flow modeling”). Please capitalize only the first letter of each word except ‘minor’ words such as ‘and’ and ‘of’. Never use all caps. Use headings to help the reader follow you through the main sections of your report and to make it easier for readers to skim through your report to find sections that might be the most interesting or useful to them. The text of the report should include an executive summary and sections outlined in 4.4 of Attachment 1. Headings for up to five levels of subdivision are provided in the template; however, we suggest not using more than three or four levels of subdivision except where absolutely necessary. Please avoid stacked headings (for example, a Heading 1 followed immediately by a Heading 2), and capitalize only the first letter of headings or words where appropriate—never use all caps.

2.3 Figures and photographs

To publish professional-looking graphics, **we need all originals to be saved at 300 dots-per-inch (dpi)** and in grayscale, if possible, or in the CMYK color format if color is necessary. Excessive use of color, especially color graphics that do not also work in grayscale, will prevent us from publishing your report as a TWDB numbered report (color reproduction costs can be prohibitive). Preferred file formats for your original graphics are Adobe Illustrator (.ai), Photoshop (.psd), EPS with .tiff preview, .jpg, .png, or .tiff files. Refrain from using low resolution .jpg or .gif files. Internet images at 72 dpi are unacceptable for use in reports. All graphics shall be submitted in two forms:

1. Inserted into the Microsoft Word document before you submit your report. Ideally, inserted graphics should be centered on the page. Format the picture to downsize to 6 inches wide if necessary. Please do not upsize a graphic in Word.
2. Saved in one of the formats listed above.

2.2.1 Other graphics specifications

It is easiest to design your figures separately and add them in after the text of your report is more or less complete. Graphics should remain within the 1-inch page margins of the template (6.5 inches maximum graphic width). Be sure that the graphics (as well as tables) are numbered in the same order that they are mentioned in the text. Figures should appear embedded in the report after being called out in the text. Also, remember to include a caption for each graphic in Word, not as part of the graphic. We are not able to edit or format figure captions that are part of the figure. For figures and photographs, the caption should appear below the graphic. For tables, the caption should appear above.

2.2.2 Creating publication-quality graphics

When designing a graphic, make sure that the graphic (1) emphasizes the important information and does not show unnecessary data, lines, or labels; (2) includes the needed support material for the reader to understand what you are showing; and (3) is readable (see Figures 1 and 2 for examples). Edward R. Tufte’s books on presenting information (Tufte, 1983; 1990; 1997) are great references on good graphic design. Figures 1 through 3 are examples of properly formatted, easy to understand graphics. Do not include fonts that are less than 6 points.

For good-looking graphics, the resolution needs to be high enough to provide a clear image at the size you make them within the report. In general, 300 dpi will make a clear image—200 dpi is a minimum. Try to create your figures at the same size they will be in the report, as resizing them in

Word greatly reduces image quality. Photographs taken with at least a two-megapixel camera (if using digital) and with good contrast will make the best images. Save the original, and then adjust color levels and size in a renamed image copy. Print a draft copy of your report to double-check that your figures and photographs have clear lines and show all the features that you want them to have.

Figures and photographs should be in grayscale. Color greatly adds to the cost of printing, so we are trying to keep it to a minimum. Also remember that your report may be photocopied, scanned, or downloaded and printed in black and white. For this reason, you should use symbols or patterns, or make sure that colors print as different shades in black and white. All interval or ratio data (data measuring continuous phenomena, with each color representing an equal interval) need to be displayed in a graded scale of a single color (Figure 3). This way your figures will be useful even as a photocopy.

If you need help with your graphics or have questions, please contact the TWDB graphics department at (512)936-0129.

2.2.3 Using other people's graphics

Figures and photographs (and tables) need to be your own unless you have written permission from the publisher that allows us to reprint them (we will need a copy of this permission for our records). Avoid using any figures or photographs taken off the Internet or from newspapers or magazines—these sources are difficult to cite, and it is often time-consuming and expensive to gain permission to reproduce them.

2.3 Tables

Tables should be created in Microsoft Word (see Table 1). Tables should include a minimal amount of outlining or bold font to emphasize headings, totals, or other important points. Tables should be numbered separately from figures, and captions should appear above the text of the table.

Table 1: A sample table. Note caption above table.

Table text heading*								
Table text	1940	1950	1960	1970	1980	1990	2000	%GW
Table text	15	441	340	926	196	522	83	97.4
Table text	64	944	626	173	356	171	516	99.9
Total	79	1385	966	1099	552	693	599	

* A footnote should look like this using 10 point Times New Roman.

%GW = percent groundwater

Be sure to describe any abbreviations or symbols, and, unlike in this table, be sure to note the units!

3.0 Units

Measurements should be in English units. Metric units may be included in parentheses after the English units. All units of geologic time should conform to the most recent geologic timescale (Gradstein and others, 2004). A summary of this timescale is available from the International Commission on Stratigraphy's website at <http://stratigraphy.org/chus.pdf>.

4.1 Citations and references

It is important to give credit where credit is due. Therefore, be sure to use the appropriate citations and include references in your paper.

4.2 In-text citations

Each piece of information you use in your report that comes from an outside source must be cited within the text using the author's last name and the year of publication. If there are two authors, list the last name of each followed by the year, and if there are more than two authors, list the last name of the first author followed by "and others" and the year. For example: the end of the Jurassic Period occurred approximately 145.5 million years ago (Gradstein and others, 2004).

4.3 References

All sources that are cited within the report should be listed at the end of the paper under the heading References. The references should follow the guidelines in "Suggestions to Authors of the Reports of the United States Geological Survey" (Hansen, 1991). These are available online at http://www.nwrc.usgs.gov/lib/lib_sta.html (a link to the chapter "Preparing references for Survey reports," p. 234-241, is found here). Several examples of complete reference citations are listed at the end of these guidelines. Be sure that any citations that appear in tables or figures are included in the reference list. Also, before submitting the report, please check that all the citations in the report are included in the reference list and all references in the reference list are cited in the report. If at all possible, avoid web-based citations. These materials are often transient and therefore useless to future readers.

5.0 Submitting your report

Before you submit your report, proofread it. Look for spelling and grammatical errors. Also, check to see that you have structured the headings, paragraphs, and sentences in your paper so that it is easy to follow and understand (imagine you are a reader who does not already know the information you are presenting!).

6.0 Conclusions

Following the instructions above and providing accurate and readable text, tables, figures, and citations will help to make your report useful to readers. Scientists may read your report, as well as water planners, utility providers, and interested citizens. If your report successfully conveys accurate scientific information and explanations to these readers, we can help to create more informed decisions about the use, development, and management of water in the state.

7.0 Acknowledgments

Be sure to acknowledge the people and entities that assisted you in your study and report. For example:

We would like to thank the Keck Geology Consortium, the American Society of Civil Engineers, and the Texas Bar CLE for providing examples to use in developing these guidelines. In addition, we appreciate Mike Parcher for providing information on how to create publication-quality graphics, Shirley Wade for creating the data used in sample Figure 1, and Ian Jones for providing sample Figure 3.

8.0 References

- Gradstein, F.M., J.G. Ogg, and A.G. Smith, eds., 2005, *A geologic time scale 2004*: Cambridge, Cambridge University Press, 610 p.
- Hansen, W.R., ed., 1991, *Suggestions to authors of the reports of the United States Geological Survey (7th ed.)*: Washington, D.C., U.S. Government Printing Office, 289 p.
- Tufte, E. R., 1983, *The visual display of quantitative information*: Cheshire, C.T., Graphics Press, 197 p.
- Tufte, E. R., 1990, *Envisioning information*: Cheshire, C.T., Graphics Press, 126 p.
- Tufte, E. R., 1997, *Visual explanations*: Cheshire, C.T., Graphics Press, 156 p.

9.1 Examples of references

- Arroyo, J. A., and Mullican, III, W. F., 2004, *Desalination*: in Mace, R. E., Angle, E. S., and Mullican, W. F., III, editors, *Aquifers of the Edwards Plateau*: Texas Water Development Board Report 360, p. 293-302.
- Bates, R. L., and Jackson, J. A., 1984, *Dictionary of geological terms*: Anchor Press/Doubleday, Garden City, New York, 571 p.
- Blandford, T. N., Blazer, D. J., Calhoun, K. C., Dutton, A. R., Naing, T., Reedy, R. C., and Scanlon, B. R., 2003, *Groundwater availability of the southern Ogallala aquifer in Texas and New Mexico—Numerical simulations through 2050*: contract report by Daniel B. Stephens and Associates, Inc., and the Bureau of Economic Geology, The University of Texas at Austin to the Texas Water Development Board, variably paginated.
- Fenneman, N. M., 1931, *Physiography of Western United States (1st edition)*: New York, McGraw-Hill, 534 p.
- Hubert, M., 1999, *Senate Bill 1—The first big bold step toward meeting Texas's future water needs*: Texas Tech Law Review, v. 30, no. 1, p. 53-70.
- Kunianski, E. L., 1989, *Precipitation, streamflow, and baseflow in West-Central Texas, December 1974 through March 1977*: U. S. Geological Survey Water-Resources Investigations Report 89-4208, 2 sheets.
- Mace, R. E., Chowdhury, A. H., Anaya, R., and Way, S.-C., 2000, *A numerical groundwater flow model of the Upper and Middle Trinity aquifer, Hill Country area*: Texas Water Development Board Open File Report 00-02, 62 p.
- Maclay, R. W., and Land, L. F., 1988, *Simulation of flow in the Edwards aquifer, San Antonio Region, Texas, and refinements of storage and flow concepts*: U. S. Geological Survey Water-Supply Paper 2336, 48 p.
- For more examples of references, see p. 239-241 of “Suggestions to Authors of the Reports of the United States Geological Survey” at http://www.nwrc.usgs.gov/lib/lib_sta.html.

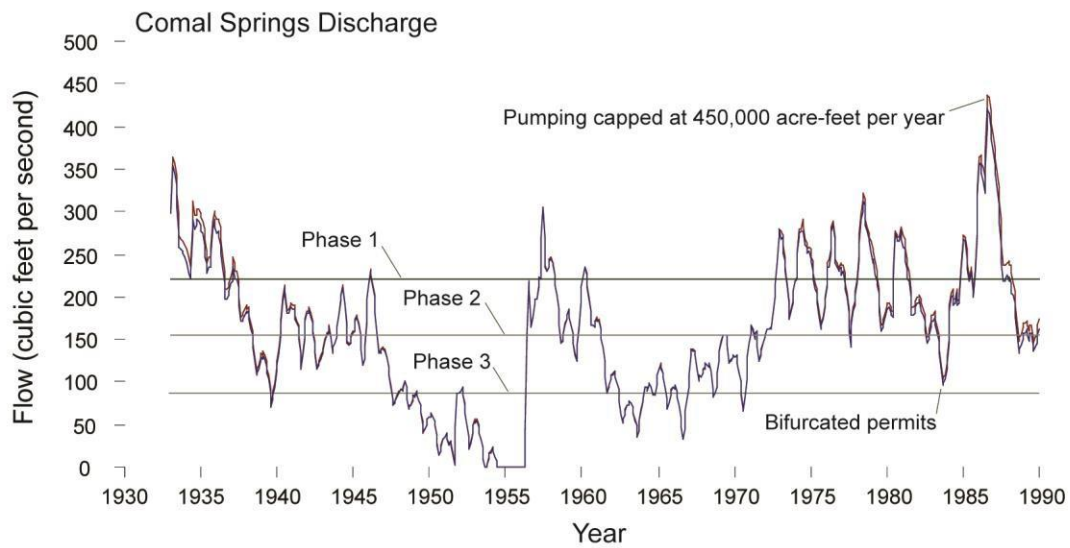


Figure 1. A sample figure showing only the information needed to help the reader understand the data. Font size for figure callouts or labels should never be less than 6 point.

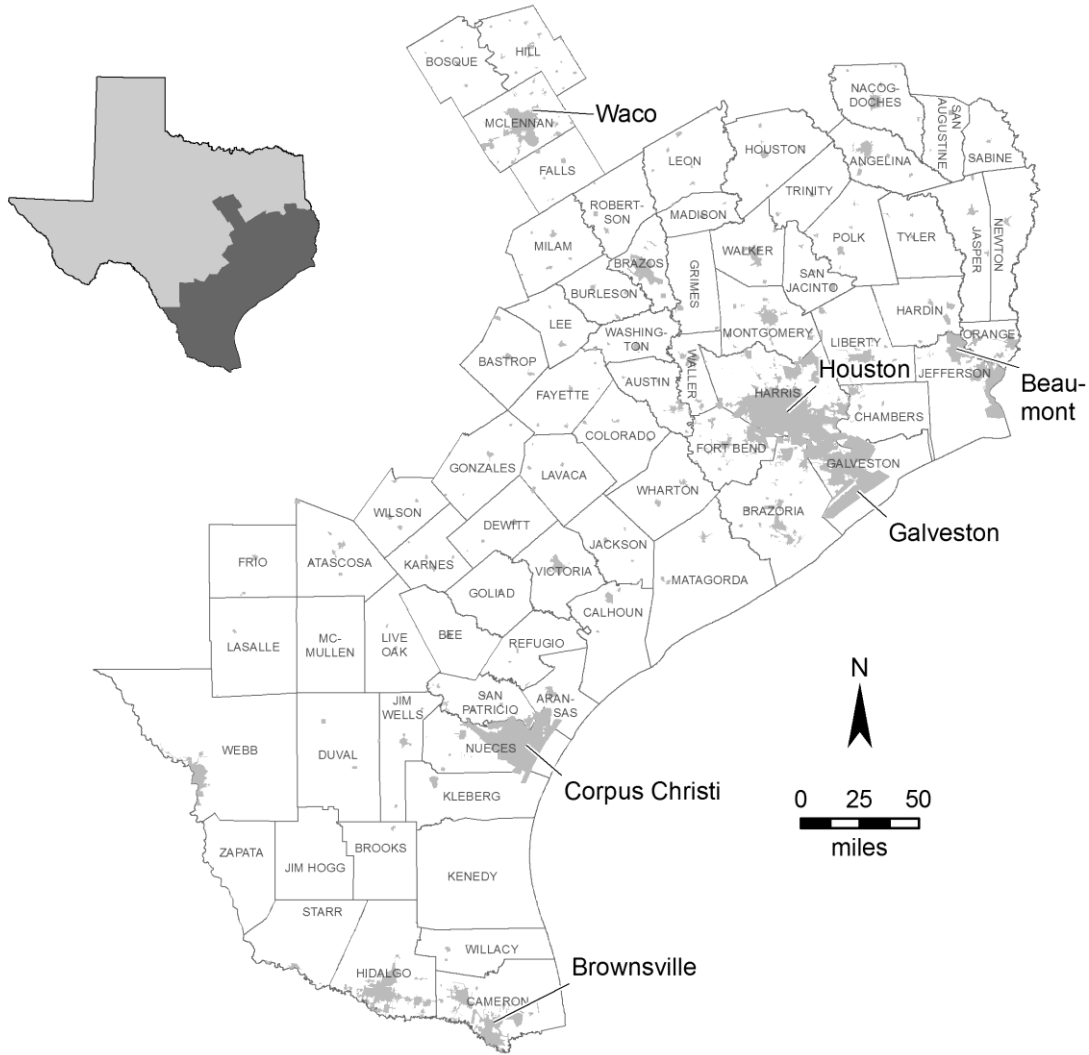


Figure 2. A sample subject area map, giving the reader enough information to understand the location being discussed in this conference. For map figures, be sure to include a north arrow to orient the reader, a scale, and, if needed, a submap that places the figure in greater geographic context. Be sure that text is readable and that any citations listed on the figure or in the figure caption are included in the reference list. Font size should never be less than 6 pt.

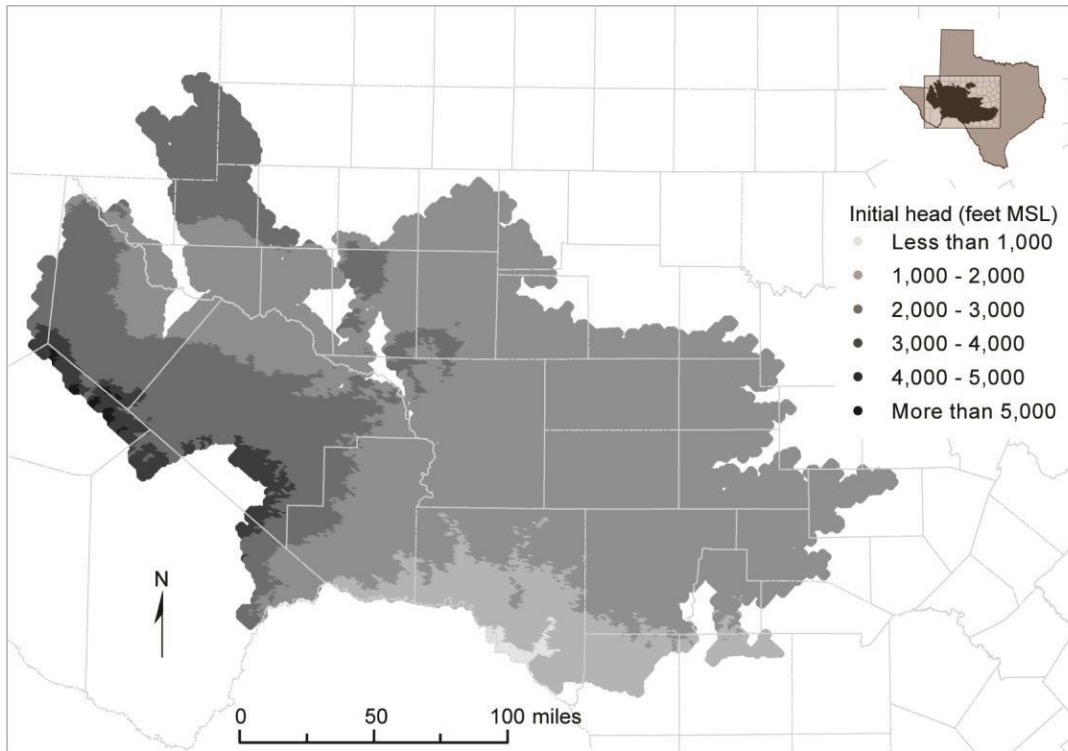


Figure 3. Initial hydraulic heads used in model simulations for layer 1. Note the use of grayscale shading to show differences.

EXHIBIT E

TWDB GUIDELINES FOR A PROGRESS REPORT

Texas Water Development Board Contractors are required by their contracts to provide Progress Reports according to the ***“Payment Request Schedule”***.

The progress report should contain the following standard elements:

- Date: Date the memo is sent
- To: Name and position of the reader
- From: Name and position of the writer
- Subject: TWDB Contract Number and the period that this report covers (i.e. Progress Report 09/01/11 – 11/30/11)

Work Completed: (The next section of a progress report explains what work has been done during the reporting period by Scope of Work task. Specify the dates of the reporting period and use active voice verbs to report progress made)

For Example:

Task 1: Completed 3 draft chapters and all appendices. Met with sub consultants on their chapters

Task 2: Completed sample collection throughout river reach.

Task 3: No work completed in reporting period.

Problems:

If the reader is likely to be interested in the glitches you have encountered along the way, mention the problems you have encountered and explain how you have solved them. If there are problems you have not yet been able to solve, explain your strategy for solving them and give tell the reader when you think you will have them solved.

STATE OF TEXAS

CONTRACT ADMINISTRATION

TWDB Contract No. 1600012047

TRAVIS COUNTY

2018 MAR -1 AM 9:03

TEXAS WATER DEVELOPMENT BOARD

and

NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENTS

AMENDMENT NO. 1

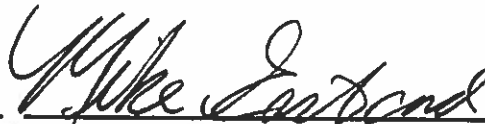
This Contract and Agreement previously made and entered into January 23, 2017, is now hereby amended as follows:

- A. Section I, Article I, Item Nos. 11 and 13 are revised as follows:
 - 11. INSTALLATION DEADLINE - December 31, 2018
 - 13. PROJECT COMPLETION DEADLINE - December 31, 2018
- B. All other terms and conditions of TWDB Contract No. 1600012047 shall remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Contract and Agreement to be duly executed in duplicate.

TEXAS WATER DEVELOPMENT BOARD

NORTH CENTRAL TEXAS COUNCIL OF
GOVERNMENTS

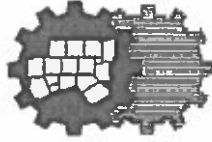


John T. Dupnik, P.G.
Deputy Executive Administrator
Water Science and Conservation

Mike Eastland
Executive Director

Date: 3-7-18

Date: 2/21/18



North Central Texas Council Of Governments

November 27, 2017

Attn: Joshua Oyer
Program Specialist - National Flood Insurance Program
Texas Water Development Board
1700 N. Congress Ave
Austin TX, 78711

Dear Mr. Oyer,

The North Central Texas Council of Governments (NCTCOG) has been working toward fulfilling our commitment outlined in the Texas Water Development Board (TWDB) Contract No. 1600012047. Under this contract, NCTCOG is obligated to initiate the pilot program for the integration of flood detection equipment and software with our partner, the City of McKinney.

While we have made significant progress in identifying the sites and identifying preferred equipment and software, NCTCOG is requesting an extension of the implementation period in order to successfully fulfill the contract terms and provide the greatest benefit to the City of McKinney. NCTCOG is actively exploring the possibility of engaging in a shared regional contract for flood gauge software concurrent to the efforts associated with this contract. Furthermore, NCTCOG has been working with the regional 911 Public Service Answering Point (PSAP) in McKinney to implement flood gauge activation notification into the PSAP data. The integration of this element into this project has taken longer than NCTCOG anticipated as we have verified the testing and coding of the 911 systems to ensure they can receive appropriate signals.

Our current installation deadline is December 31, 2017, with a project completion deadline of April 30, 2018. NCTCOG would like to request a contract extension of one (1) year for installation and project completion to a date of December 31, 2018. NCTCOG proposes to adjust the tasks and schedule of deliverables as shown in Attachment A.

NCTCOG appreciates TWDB's consideration of this request to extend our contract. If you have any further questions, you may contact staff coordinator Derica Peters, Senior Environment and Development Planner at (817) 695-9217 or dpeters@nctcog.org.

Sincerely,

Mike Eastland
Executive Director

North Central Texas Council of Governments

ATTACHMENT A

Schedule for Completing Detailed Scope of Work by Task - TWDB Grant Contract No. 1600012047

Task No.	Deliverable	Due Date (Original)	Amended Due Date (Contract Extension)
1.1	Project Oversight	Ongoing	Ongoing
1.2	Project Accounting	Quarterly – According to Payment Request Schedule	Quarterly – According to Payment Request Schedule
1.3	Contract Communication	Ongoing	Ongoing
1.4	Public Meetings	At the commencement of the project near the mid-point of the study, and upon completion of the FINAL REPORT	At the commencement of the project, near the mid-point of the study, and upon completion of the FINAL REPORT
1.5	Progress Reports	Quarterly – According to Payment Request Schedule	Quarterly – According to Payment Request Schedule
2.1	Equipment Identification and Selection	August 2017	Completed
2.2	Equipment Location Identification	September 2017	Completed
2.3	Procurement	September 2017	May 2018
2.4	Equipment Connection and Network Integration	December 2017	December 1, 2018
3.1	Draft Early Warning System Report	April 30, 2018	April 30, 2019
3.2	Final Report	August 31, 2019	August 31, 2019
4.1	Maintenance of Equipment and Systems for 5 years	For 5 years	For 5 years
5.1	Reporting of Data – Data Reports	Within 30 days of the following dates • August 31, 2018 • August 31, 2019 • August 31, 2020 • August 31, 2021 • August 31, 2022	Within 30 days of the following dates • August 31, 2019 • August 31, 2020 • August 31, 2021 • August 31, 2022 • August 31, 2023
5.2	Data Accessibility	Throughout the project period and for as long as the equipment is operational	Throughout the project period and for as long as the equipment is operational