



RIVERBEND RESOLUTION NO. 20170111-01

**AUTHORIZING THE EXECUTIVE DIRECTOR/CEO, ELIZABETH FAZIO HALE, TO
NEGOTIATE AND EXECUTE AN AGREEMENT/CONTRACT FOR SERVICES WITH
RSAH2O, LLC FOR CONSULTING SERVICES**

WHEREAS, Riverbend Water Resources District is a conservation and reclamation district created under and essential to accomplish the purposes of Section 59 Article XVI, Texas Constitution, existing pursuant to and having the powers set forth in Chapter 9601 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, Riverbend Water Resources District has a need for review of certain documents and studies associated with the Sulphur River Basin; and


WHEREAS, Riverbend Water Resources District desires to collectively protect the current and future interest of its Member Entities in Lake Wright Patman and elsewhere in the Sulphur River Basin by obtaining future water rights permits; and

WHEREAS, Riverbend Water Resources District seeks to provide expert testimony on matters related to the management and protection of its regional water resources; and

WHEREAS, RSAH2O, LLC provides certain needed consulting services and is fully qualified and certified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to negotiate and enter into an agreement/contract for services with RSAH2O, LLC to provide certain needed consulting services for the review of certain studies associated with the Sulphur River Basin, for the protection of current and pursuit of future water rights, and for the development of expert testimony on terms substantially the same as presented in the draft Letter of Engagement and further reviewed by general counsel.

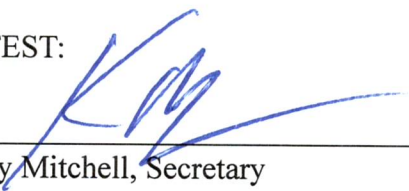
PASSED and APPROVED this 11th day of January, 2017



Marshall Wood, Vice President



ATTEST:



Kelly Mitchell, Secretary

Attached: Draft Letter of Engagement with RSAH2O,LLC dated December 23, 2016.



January 13th, 2017

Elizabeth A. Fazio Hale, J.D., LL.M.
Executive Director/CEO
Riverbend Water Resources District
228 Texas Avenue, Suite A
New Boston, Texas 75570

Dear Liz,

RSAH2O, LLC (RSAH2O) appreciates the opportunity to assist Riverbend Water Resources District (RWRD) in connection with the desired outcomes and work effort as per the attached scope of work. This letter confirms the nature and scope of the engagement, the arrangement as to fees, and the role and responsibilities of RSAH2O in connection with this engagement.

Nature and Scope of Engagement

The client for purposes of this engagement is RWRD. RSAH2O does not represent the interests of any other person or entity affiliated with RWRD or in connection with the affairs of RWRD. Attached to this document is the specific scope of work to be undertaken by RSAH2O regarding this project. This scope of work is part of this agreement.

Cooperation and Communications

RSAH2O will rely upon the information RWRD and its employees or agents provide RSAH2O and will assume that RWRD will disclose fully and accurately all facts and keep RSAH2O informed of all developments relating to this matter.

Further, it is the responsibility of RWRD to assure the accuracy and completeness of any document or presentation prepared by RSAH2O for use by RWRD. Accordingly, RSAH2O agrees to provide RWRD with proposed drafts of documents or presentations prepared by RSAH2O in a

timely manner so that RWRD can review and approve proposed drafts of documents or presentations for accuracy and completeness prior to any use thereof.

Fees and Expenses

This matter will be billed at an hourly rate as per the following schedule:

Consulting services of RSAH2O, LLC members will be billed at the following hourly rates:

Principal	\$ 300
Partners	\$ 200

- ☐ Travel time will be billed at a flat rate of \$75 per hour per traveling member of RSAH2O.
- ☐ RSAH2O will notify the RWRD Executive Director when monthly costs approximate \$3,000 and/or are estimated to exceed \$5,000. It is understood that RWRD may elect to curtail additional work in any given month to contain costs as well as respond to project specific timelines. RSAH2O will not exceed monthly costs of \$5,000 unless authorized and directed by the Executive Director of RWRD.

Any additional services rendered after the initial terms of this engagement must be agreed upon in writing. Any addendums to this agreement may be made via email.

RSAH2O will bill RWRD on a monthly basis for service fees. RSAH2O will not bill RWRD, and RWRD will not pay for incremental administrative costs, telephone expenses, fax charges, nominal copying expenses, local travel costs within the Austin, Texas area, entertainment costs, or secretarial and administrative support services. RSAH2O will obtain pre-approval for any non-local travel that may be required. Such pre-approved travel costs will be billed at actual expense. Time will be charged on behalf of RSAH2O for travel time from our mailing address which is 16238 Ranch Road 620 N. STE F364, Austin, Texas should travel be requested and approved on behalf of RWRD for travel outside Austin, Texas.

RSAH2O shall submit to RWRD an invoice for service fees no later than 15 days after the end of the month in which such services are provided by RSAH2O. Payment is due 30 days after receipt of the invoice by RWRD. If RWRD disputes any portion of the invoice, RWRD shall notify RSAH2O in writing as to the basis for the dispute and pay the undisputed balance within the 30-day period. Failure to notify RSAH2O in writing within the 30-day period of any disputed item shall constitute RWRD's agreement to the validity of its obligation to pay the invoice as presented.

Liability

With regard to the services being performed by RSAH2O pursuant to this Agreement, RSAH2O (including its members) will indemnify and hold harmless RWRD, its officers, employees, agents, subcontractors and suppliers (the "RWRD Indemnified Parties") from losses (including, but not limited to attorneys' fees and expenses) of the RWRD Indemnified Parties to the extent caused by the gross negligence, intentional misconduct or material misrepresentations of RSAH2O.

Conflicts of Interest

RSAH2O has no actual conflict of interest with representing RWRD regarding the services set forth herein. RSAH2O will undertake to avoid the creation of any future conflicts of interest. In the future, if RSAH2O has or identifies an actual conflict of interest with representing RWRD, RSAH2O will promptly notify RWRD of any such conflict. In that case, either party may immediately terminate this agreement, or RSAH2O may continue to represent RWRD if the parties can agree on acceptable terms and conditions to waive the conflict.

RWRD understands that, in accordance with Section 572 of the Texas Government Code, Carlos Rubinstein of RSAH2O may not appear before or communicate with officers or employees of the Texas Water Development Board with the intent to influence the board on behalf of RWRD in connection with any matter on which RWRD seeks official action until August 31, 2017. This revolving door restriction does not apply to Ricky Anderson or Herman Settemeyer of RSAH2O.

Confidentiality

This agreement requires RSAH2O to keep confidential any proprietary information, knowledge, property, and data of RWRD's which RSAH2O and its employees may receive or develop relating to the business activities, processes, methods, inventions, discoveries, revenues, or other matters which are of a confidential nature relating to RWRD's business. RSAH2O will not disclose the same to any person not an employee of RSAH2O without RWRD's prior written consent and approval. RSAH2O shall not use such information for any purpose other than fulfillment of its duties under this agreement. The duty to maintain the confidentiality of all such non-public information shall continue, in perpetuity, beyond the term of this agreement for so long as such information remains non-public or proprietary.

Work Product

Should RSAH2O, develop reports, presentations or other deliverables (work product) on behalf of RWRD, without any consideration, RSAH2O shall assign such work product to RWRD. Work product may be in the form of standard hard copy or electronic format including databases or written correspondence developed during the course of this or any amended letter of

engagement (LoE). Upon the completion of specific services under any and all current or amended LoE's, RSAH2O is to return all RWRD materials in their entirety to RWRD.

Termination of Engagement

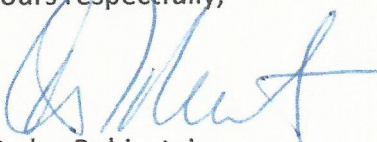
Either party may terminate this agreement without cause, upon 10-days' notice. Any termination will occur on the last day of the month meeting the 10-day notice requirement. If RSAH2O withdraws, it will comply with all ethical requirements and RWRD will pay for all of RSAH2O's services rendered through the time of withdrawal.

Governing Law

This agreement is governed by Texas law.

Please confirm RWRD's acceptance of the terms and conditions set forth in this agreement above by returning an executed copy in the enclosed envelope or by scanning a signed copy back to me.


Yours respectfully,



Carlos Rubinstein
Principal – RSAH2O, LLC

The undersigned agrees to all terms stated above.

RWRD

By: 
Name of Office: *Executive Director / CEO*
Date: *January 13, 2017*

SCOPE of WORK
Consulting Agreement Between Riverbend Water Resources District (RWRD)
and RSAH2O, LLC (RSAH2O)

RSAH2O understands that the ultimate goal of the Riverbend Water Resources District (RWRD) is to maximize and efficiently utilize the water resources associated Wright Patman Lake and the region. Wright Patman Lake is operated by the U. S. Army Corps of Engineers (CoE) and is used for water supply purposes. Approval of the Executive Director of the RWRD will be obtained by RSAH2O prior to commencing work on these tasks. The executive Director of RWRD will be notified by RSAH2O when any aggregate monthly charges approximate \$3,000 and \$5,000. The Executive Director will retain cost containment direction and the ability to reassign work towards future months or authorized continued work as required to achieve desired outcomes within the current billing month.

Task 1 - Review of Existing Documents

- ☐ RSAH2O will perform a review of available background material as requested by RWRD including:
 - appropriate water rights,
 - state and regional water plans,
 - CoE operational manuals and existing authorities; and
 - existing studies, reports, and modeling manuals. In regards to the modeling manuals, we would review with specific emphasis on the assumptions used to reach reported conclusions.
- ☐ RSAH2O will provide RWRD with our assessment of these documents and identify areas where action is needed, as well as areas of agreement.
- ☐ RSAH2O will work to identify the assumptions and/or the conclusions that are either not supported by the data or additional questions need to be asked before an appropriate evaluation can be accomplished. RSAH2O will suggest appropriate changes that may be required to accomplish the objectives of RWRD.
- ☐ RSAH2O will not prepare any models, but, if additional modeling is recommended, we will assist in the identification of other highly qualified entities that can provide these services.
- ☐ RSAH2O will attend, present, and participate in meetings, as requested, to present and discuss information and perspectives developed.

Task 2 – Appropriate Permit/Contract Authorizations

- ☐ RSAH2O envisions that additional water right permits may ultimately be required from the TCEQ and additional permits or contracts may be required from the CoE. RSAH2O will assist in such efforts as requested by RWRD.
- ☐ RSAH2O will assist whomever is putting together an application for additional water rights from the TCEQ, defend assumptions within the application and attend meetings with and before the TCEQ to assist in permit acceptance and issuance.
- ☐ RSAH2O will assist whomever is putting together an application for additional

permitting requirements from the CoE, defend assumptions within the application and attend meetings with the CoE to assist in permit acceptance and issuance.

- ☐ If additional contracts are required with the CoE, RSAH2O will assist whomever is putting together such contracts, defend assumptions within the application and attend meetings with the CoE to assist with contract acceptance and issuance.
- ☐ RASH2O will provide testimony as necessary to obtain any additional TCEQ permits; as well as CoE permits and/or contracts.
- ☐ If additional authorizations (i. e. reallocation of the reservoir pool at Wright Patman Lake) or studies (i. e. NEPA) are required by the CoE, RSAH2O will provide assistance to RWWD as requested.

Task 3 – Regional Water Supply Efforts

- ☐ RSAH2O will attend and participate in meetings as requested by RWRD to ensure the interests of RWRD are protected.