



**REGULAR MEETING
RIVERBEND WATER RESOURCES DISTRICT
PUBLIC NOTICE OF BOARD OF DIRECTORS' MEETING
WEDNESDAY, MAY 26, 2021
12:00 P.M.
228 TEXAS AVENUE, SUITE A, NEW BOSTON, TX 75570**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of the Riverbend Water Resources District will conduct a meeting; open to the public, on Wednesday, May 26, 2021, at 12:00 p.m.

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

A G E N D A

- I. CALL TO ORDER & ROLL CALL
- II. INVOCATION & PLEDGE
- III. PUBLIC COMMENTS

The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must sign in on the public comment sheet. The time limit is five (5) minutes per speaker, subject to the provisions set forth under Section 551.007 of the Texas Government Code.

- IV. CONSENT AGENDA ITEMS

A. Discussion and possible action regarding April 28, 2021 Regular Meeting minutes.



V. REPORTS

- A. Discussion and possible action regarding activities with Sulphur River Basin Authority.
- B. Discussion and possible action regarding activities with TexAmericas Center.
- C. Discussion and possible action regarding activities with AR-TX REDI.

VI. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

The Board of Directors will consider, discuss, and if appropriate, take action on the following item(s):

- A. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to report compliance with required cyber security training.
- B. Discussion and possible action regarding approval of a resolution authorizing the sale and or disposal of Riverbend Water Resources District Assets.
- C. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to enter into an agreement with Ross Molina and Oliveros, P.C. for legal services related to the Regional Water System Project.

VII. REPORTS

- A. Board Members
- B. Executive Director/CEO

VIII. EXECUTIVE SESSION

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); discussing security personnel or devices (Section 551.076); or discussing economic development matters (Section 551.087). If the Board of Directors makes a determination to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.



IX. NEXT REGULAR MEETING

Riverbend Regular Meeting, June 23, 2021 at 12:00 p.m. at Riverbend Offices, 228 A Texas Avenue, New Boston, Texas 75570.

X. ADJOURNMENT

Kyle Dooley

Kyle Dooley, Executive Director/ CEO
Riverbend Water Resources District

*Persons with disabilities who plan to attend the RWRD Board of Directors' meeting and who may need auxiliary aids or services are requested to contact the RWRD Administrative Offices at (903) 831-0091, as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, APRIL 28, 2021**

**CONSENT AGENDA ITEM IV. A.
April 28, 2021
Regular Meeting Minutes**

**Regular Called Meeting
Riverbend Water Resources District
Board Meeting Minutes**

April 28, 2021

228 Texas Avenue, Suite A, New Boston, Texas 75570

MINUTES

I. Call to Order, Roll Call, and Establishment of Quorum and Certification of Notice

Pursuant to a notice posted on the District website, the Chair, Sonja Hubbard, President of the Board, called the meeting to order at 12:06 p.m.

Directors Present:

Sonja Hubbard, President
Tina Veal-Gooch, Vice President
Van Alexander, Treasurer
Marshall Wood, Secretary
Fred Milton, Past President

Directors Absent:

None

Administration Present:

Kyle Dooley, Executive Director/CEO
Eli Hunt, Operations Manager
Tara Houck, CFO
Becky Melton, Executive Assistant/HR Manager

Public Present:

Please see the attached list for additional guests.

II. Invocation & Pledge

Sonja Hubbard led the invocation and the pledge of allegiance.

III. Public Comments

None.

IV. Consent Agenda Items

A. Discussion and possible action regarding March 24, 2021 Regular Meeting minutes.

A single motion was made by **Van Alexander** and seconded by **Tina Veal Gooch** to approve the Consent Agenda Item as listed above. The motion passed unanimously.

V. Regional Entity Reports

A. Discussion and possible action regarding activities with Sulphur River Basin Authority (SRBA).

No report.

No action taken.

B. Discussion and possible action regarding activities with TexAmericas Center (TAC).

Scott Norton, TAC Executive Director, provided that the walls are up on their 150,000 square foot spec-building. A letter of intent to lease or purchase this building has been received. Prospect activity continues to increase.

No action taken.

C. Discussion and possible action regarding activities with Ar-Tex REDI.

Sonja Hubbard provided that REDI had a global location strategy site audit this morning. The audit revealed that Texarkana has risen to the attention of global site locators.

No action taken.

VI. Agenda Items for Individual Consideration

A. Discussion and possible action regarding approval of a resolution approving the second quarter FY 2020-2021 Financial Statements.

Tara Houck presented the Second Quarter FY 2020-2021 Financials Statements.

A motion was made by **Tina Veal Gooch** and seconded by **Van Alexander** to approve **RESO 20210428-01** approving the second quarter financials. The motion passed unanimously.

B. Discussion and possible action regarding approval of a resolution approving the second quarter FY 2020-2021 Investment Report.

Tara Houck presented the Second Quarter FY 2020-2021 Investment Report.

A motion was made by **Fred Milton** and seconded by **Tina Veal Gooch** to approve **RESO 20210428-02** approving second quarter FY 2020-2021 Investment Report. The motion passed unanimously.

C. Discussion and possible action regarding approval of a resolution approving amendments to the FY 2020-2021 Administrative Member Fund Budget, the 2020-2021 Wet Utilities Budget, and the FY 2021 Regional Water System Facilities Fund.

Tara Houck presented a summary of changes to the current fiscal year budgets.

A motion was made by **Fred Milton** and seconded by **Van Alexander** to approve **RESO 20210428-03** approving amendments to the FY 2020-2021 Administrative Member Fund Budget, the 2020-2021 Wet Utilities Budget, and the FY 2021 Regional Water System Facilities Fund. The motion passed unanimously.

D. Discussion and possible action regarding approval of a resolution approving amendments to the Riverbend Bylaws.

Kyle Dooley provided that with the guidance of general counsel, David Glass, the Bylaws were reviewed. Several items were changed and sections were eliminated to ensure compliance and cohesion with the District's enabling legislation. Mr. Dooley provided details on each change and the reason for those changes.

A motion was made by **Tina Veal Gooch** and seconded by **Marshall Wood** to approve **RESO 20210428-04** approving the amendments to the Bylaws of Riverbend Water Resources District. The motion passed unanimously.

E. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to enter into contract negotiations with Texarkana Concrete Construction, Inc. to complete the rehabilitation on wastewater drying beds.

Kyle Dooley provided information on an agreement entered into with KSA Engineering regarding management of the rehabilitation of two drying beds at the Ron Collins wastewater treatment plant. Bids were accepted on April 21, 2021 and publicly presented. Texarkana Concrete Construction, Inc. (TCC) was the apparent low bidder. An addendum was issued during the bid cycle which included a revised bid form to include another piece of the project. TCC did not use this revised bid form for their bid. Normally, the contract would be awarded to the next lowest bidder, however, the other two bids received were in excess of the funds budgeted for this project. Mr. Dooley recommends asking KSA to reissue the request for bids. Staff will bring the recommendation made by KSA to a future board meeting for approval.

No action taken.

F. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to enter into contract negotiations with Axis Construction, LP to complete the rehabilitation on an elevated storage tank.

Kyle Dooley provided information on bids accepted for two projects. One is the rehabilitation on the elevated storage tank located on James Carlow Drive and the second was the installation of a chlorine booster station. Funding for these projects is to be approved by the staff at Red River Army Depot (RRAD) using Construction in Progress funds. In reviewing the estimated costs for the two projects, RRAD staff determined that the fund would only allow them to complete one project. It was decided that the more important project is the rehabilitation of the

elevated storage tank. Bids for this project were accepted and presented on March 31, 2021. Axis Construction was the apparent low bidder for the elevated storage tank project.

A motion was made by **Fred Milton** and seconded by **Van Alexander** to approve **RESO 20210428-06** authorizing the Executive Director/CEO to enter into contract negotiations with Axis Construction, LP to complete the rehabilitation on an elevated storage tank. The motion passed unanimously.

G. Discussion and possible action regarding approval of a resolution authorizing the Executive Director/CEO to enter into a services contract with Central Bowie County Water Supply Corporation regarding water services.

Kyle Dooley provided information on the need to enter into a water services agreement with Central Bowie County Water Supply Corporation (CBCWSC). Riverbend was approached by Hal Harris, General Manager for CBCWSC to arrange licensed employees to assist them with needed water services for the daily operations of their water treatment facility.

A motion was made by **Van Alexander** and seconded by **Marshall Wood** to approve **RESO 20210428-07** authorizing the Executive Director/CEO to enter into a services contract with Central Bowie County Water Supply Corporation. The motion passed unanimously.

VII. Riverbend Reports

A. Board Members

Fred Milton provided that he, Marshall Wood and Steve Mayo attended the memorial service for Clyde Siebman. Mr. Siebman holds the unique distinction of being named as Conservator of the Riverbend Water Resources District by the 82nd Texas Legislature, helping to settle a decades-long legal battle over water issues in East Texas and Southwest Arkansas.

B. Executive Director/CEO

Kyle Dooley provided the following updates:

Regional Water System Project: Contract negotiations with Pape-Dawson are now complete and the contract has been executed by all parties. Matt Garcia with Pape-Dawson introduced the team that will be on board for this project: Cara Tackett, V.T Madhavan, Chris Noe, and Kim Keefer. Ms. Keefer expressed appreciation for the opportunity to work with Riverbend on this huge project. She also provided information progress made thus far including kicking off with the Texas Water Development Board, aligning internal teams, scheduling charter sessions, site visits, and risk workshops, and gathering data.

Water Rights Application with TCEQ: The technical review has been completed. Dawn Pilcher had a few comments to be addressed before the draft permit is to be released. TCEQ will respond to those comments and once an agreement is reached regarding those comments, the TCEQ will then open up the thirty-day public comment period on the draft permit. Ms. Pilcher gathered that the release of this draft permit is high level priority and will be handled very quickly. Once the public comment period has concluded, the timeline of the issuance of the final water rights permit will be driven by the types of public comments received by TCEQ.

US Army Corps of Engineers (USACE)-Cultural Resources Study and Ultimate Rule Curve: The study and the implementation of the Ultimate Rule Curve is progressing. Riverbend has received the first invoice from the Corps regarding the start of this project.

Region D: The first meeting was held March 31, 2021. We have completed and submitted the Region D funding application to the TWDB. The board anticipates approving those applications in June.

America's Water Infrastructure Act of 2018: Because Riverbend now serves over 3,300 people, we are required to comply with this act. Municipal H2O has agreed to assist Riverbend with ensuring we are compliant and all reports are complete and submitted in a timely manner. A risk and resilience assessment and an emergency response plan. The contract is for \$23,500 for regulatory compliance assistance. The contract will be reviewed by general counsel before Mr. Dooley signs.

No action taken.

VIII. Executive Session

The board did not move into executive session.

IX. Next Riverbend Meetings

Riverbend Regular Meeting, Wednesday, May 26, 2021 at 12:00 p.m. at Riverbend Offices, 228 A Texas Avenue, New Boston, Texas 75570.

X. Adjournment

With no additional business to be discussed, a motion was made by **Marshall Wood** and seconded by **Tina Veal Gooch** to adjourn the meeting at 12:55 p.m. The motion passed unanimously.

The minutes of Riverbend Water Resources District Board of Directors meeting, April 28, 2021 were read and approved on the _____ day of _____, 2021.

Sonja Hubbard, President

Attest:

Kyle Dooley, Executive Director/ CEO

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, APRIL 28, 2021**

**AGENDA ITEM VI. A.
RWRD RESO 20210526-01
Cyber Security Training**



RIVERBEND RESOLUTION NO. 20210526-01

**ACKNOWLEDGING RIVERBEND WATER RESOURCES DISTRICT COMPLIANCE
WITH HOUSE BILLS 3834 AND 1118 REGARDING REQUIRED CYBERSECURITY
TRAINING**

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, the State of Texas House of Representatives amended the government code by passing House Bill 3834 on June 2019 requiring state agencies and local governments to complete a certified cybersecurity training program and further amended the government code with House Bill 1118 on May 18, 2021 requiring appointed officials to also complete the training; and

WHEREAS, Riverbend Water Resources District employees attended via webinar a certified training program created by the Texas Department of Information Resources (DIR); and

WHEREAS, the Texas Department of Information Resources (DIR) requires that an authorized individual employed with each local government, such as Riverbend Water Resources District, verify and report on the completion of a cybersecurity training program by employees to the DIR and should retain documentation pertaining to this requirement.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Riverbend Water Resources District, authorizes the Executive Director/CEO to verify and report the completion of the cybersecurity training to the Texas Department of Information Resources.

PASSED and APPROVED this 26th day of May 2021

Sonja Hubbard, President

ATTEST:

Marshall Wood, Secretary

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, APRIL 28, 2021**

**AGENDA ITEM VI. B.
RWRD RESO 20210526-02
Disposal of Depreciated Assets**



RIVERBEND RESOLUTION NO. 20210526-02

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO DISPOSE OF DEPRECIATED ASSETS

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 to dispose of assets that have reached their full potential and are no longer in use by the District. These assets are as follows:

<u>Description</u>	<u>Serial Number</u>
1999 SECA Jetter	6741
2010 Ford Ranger	1FTKR1AD7APA22365
2009 Ford Ranger	1FTYR10D09PA08945
Nissan Forklift	002385
Pressure Cleaner	(none)
Chlorine Process Analyzer	(none)
X Plant Clarifiers & Skimmer	(none)
Wastewater Control Cabinets	(none)
Water Study (Caney Lake)	(none)
Water Rights (Caney Lake)	(none)

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to dispose of the listed assets via fair market sale.

PASSED and APPROVED this 26th day of May 2021

Sonja Hubbard, President

ATTEST:

Marshall Wood, Secretary

**REGULAR CALLED MEETING
RIVERBEND WATER RESOURCES DISTRICT
WEDNESDAY, APRIL 28, 2021**

**AGENDA ITEM VI. C.
RWRD RESO 20210526-03
Regional Water System Legal Services**



RIVERBEND RESOLUTION NO. 20210526-03

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO, TO EXECUTE AN AGREEMENT WITH ROSS MOLINA AND OLIVEROS, P.C. FOR PROFESSIONAL LEGAL SERVICES RELATED TO THE REGIONAL WATER SYSTEM PROJECT

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 executed an agreement for project management services with Pape Dawson Engineering on April 7, 2021. This agreement includes engaging in additional professional services as needed; and

WHEREAS, Riverbend Water Resources District has a need for legal services related to the Regional Water System project; and

WHEREAS, Ross Molina and Oliveros, P.C. provide the needed legal services, are qualified and certified to perform these services.

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and is hereby authorized to enter into an agreement with Ross Molina and Oliveros, P.C. for professional legal services related to the Regional Water System project. Any agreement/contract must be reviewed by general counsel.

PASSED and APPROVED this 26th day of May 2021

Sonja Hubbard, President

ATTEST:

Marshall Wood, Secretary

Attached: Ross Molina and Oliveros, P.C. Engagement Letter

May 1, 2021

Riverbend Water Resources District
c/o Kyle Dooley, Executive Director/CEO
228 Texas Avenue, Suite A
New Boston, Texas 75570

Re: Representation in assisting you with condemnation and real estate transactions related to water pipeline project

Dear Mr. Dooley,

Thank you for the opportunity to serve you. We will endeavor to provide the highest quality legal services in a responsive, efficient manner. We would like to take a moment to clarify the terms and conditions of our representation.

Scope of Service

This engagement letter is to cover future legal services.

You understand that we are not your general counsel and that our acceptance of this engagement does not involve representing you or your interests in any matter other than that described above. You also understand that we do not have a continuing obligation to advise you concerning subsequent legal developments that might have a bearing on your affairs generally. After the completion of the matter as to which we are representing you, we will not have a duty to advise you of subsequent legal developments that might have a bearing on that matter.

While this letter is intended to deal with the specific legal services described above, these terms and conditions will also apply to any additional legal services that we may agree to provide in the future.

Staffing

I will be the attorney primarily responsible for the representation and will be assisted by other attorneys in our firm and paralegal services as may be appropriate. It is important that you are satisfied with our services and responsiveness. When questions or comments arise about our services, staffing, billings, or other aspects of our representation, please contact me at (210) 249-3223.

It is our goal to provide quality legal services in an efficient, economical manner. This may necessitate involving other firm attorneys with the requisite skills as well as paralegals, who are not attorneys but are experienced in the preparation of documents and the performance of supporting tasks under an attorney's supervision.

From time to time, two or more of our attorneys and/or staff may confer or attend meetings or proceedings on your behalf. Although this approach might seem duplicative of effort, it is our belief that this practice facilitates communication, improves the quality of the work, and better serves your legal needs.

Responsibilities

We will rely on your information and guidance throughout the matters in which we represent you. To enable us to effectively represent you, you agree to cooperate fully with us in all matters relating to the preparation and presentation of your cases. You agree to fully and accurately disclose to us all facts that may be relevant to the matters in which we represent you or that we request. You also agree to keep us apprised of developments relating to these matters.

You also will make yourself reasonably available to attend meetings, discovery proceedings and conferences, hearings, mediations, trial, and other proceedings. You are also responsible for approving negotiations, discovery and litigation strategy; approving causes of action and defenses; and adding or dismissing parties to any litigation; and determining acceptable terms of any compromise, settlement, or agreement.

In addition, you will be responsible for advising us whether any document we have prepared or received and sent to you for your approval or review reflects the principal terms of your proposed agreement, general litigation strategy, or other expectations, as the case may be.

You agree that we shall communicate on a regular basis with you or such other person[s] as may be designated in writing to us.

Either at the beginning or during our representation, we may express our opinions or beliefs concerning the matter, various courses of action, or the possible results. Any such statement made by any shareholder or employee of our firm is intended to be an expression of opinion only, based on information available to us at the time, and must not be construed by you as a statement of fact, promise or guarantee of any particular result. No guarantees are possible in matters such as this.

Fees, Disbursements, and Other Charges

Many factors are considered in determining our fees, including the novelty and difficulty of the questions involved; the skill and amount of time required to perform the services properly; the experience, reputation, and ability of those performing the services; the likelihood that the engagement will preclude other employment; the time limitations imposed by you or the circumstances; the amount involved and results obtained; and any other factors that may be relevant under applicable rules of professional conduct.

Project billing, general billing, flat rate billing or other options best serve client needs in some matters. For other projects, our fees are primarily based on the hourly rate for the attorneys and/or paralegals involved.

Our billing rates are as follows:

All attorneys — \$300.00 per hour
Paralegals, legal assistants and specialists — \$150.00 per hour

These rates are adjusted from time to time to reflect increased experience and special skill, and inflationary costs affecting our practice. The adjusted rates will apply to all services performed thereafter. In addition to our fees, we will bill you for disbursements and other charges as described in the General Provisions enclosed with this letter.

The fees and charges billed to you are your responsibility whether or not a court awards attorneys' fees against an opposing party. Courts may award attorneys' fees, which they consider reasonable under the applicable statutes, but which are less than the amounts billed to you. In such cases, you will continue to be obligated to pay us for our actual fees and charges even though the court awards less.

The parties to a dispute may agree, or a court may order, that another party is to pay some or all our fees or charges. This will not affect your obligation to pay our fees and charges, and we will not be obligated to enforce any such agreement or order. Any amounts received by us from another party will, of course, be credited against the fees and charges for which you are otherwise obligated to us.

If a monetary judgment or award is made in your favor, we shall have a lien on the proceeds to the extent of any unpaid fees, disbursements, or other charges.

Please contact me if you have any questions or concerns regarding our fees or billing procedures.

Conflicting Representations

It is agreed that our firm reserves the right to continue to represent or to undertake to represent existing or new clients in any matter that is not substantially related to our work for you. Our firm agrees, however, that the prospective consent to conflicting representation reflected in the preceding sentence shall not apply in any instance where, as the result of our representation of you, we have obtained sensitive, proprietary or otherwise confidential information that, if known to any such other client of ours, could be used in any such other matter by such client to your material disadvantage.

Our firm represents a diverse base of clients on a variety of legal matters. It is possible that an adverse relationship (including litigation) may develop in the future between you and one or more of our other current or future clients (collectively, the "Other Clients"). If we are not representing you in that matter, and the matter in which you and any Other Client have adverse interest is not substantially related to our representation of you in a matter as described in this agreement, you agree to consider any request for a conflict waiver on a case-by-case basis and not to withhold consent unreasonably.

Electronic Communications

Technology is ever evolving, and electronic communications cannot be fully protected from unauthorized interception. In addition, human error may at times result in electronic communications being mis-sent. Nonetheless, for efficiency purposes, you authorize the firm to transmit information, including information of a confidential nature relating to our representation of you by facsimile, unencrypted e-mail or cellular telephone when we believe that is appropriate. Should you have any concerns about our use of facsimile, unencrypted e-mail or cellular telephone, you should advise us as to the preferred mode of transmitting such information.

General Provisions

The General Provisions attached to this letter set forth additional terms and conditions. These General Provisions are incorporated into this letter and apply to our representation to the extent not expressly inconsistent with this letter.

Complaint to State Bar

The State Bar of Texas requires that we advise you as follows:

“The State Bar investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, you may call 1-800-932-1900. This is a toll-free call.”

Texas Lawyer’s Creed

Under the Rules of the Texas Supreme Court and the State Bar of Texas, we are required to advise our clients of the contents of the Texas Lawyer’s Creed, a copy of which is attached.

If this letter correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy and return it to me. Upon your acceptance, these terms and conditions will apply retroactively to the date we first performed services on your behalf. This letter will not become effective and we will have no obligation to provide legal services until you sign and return the copy of this letter.

We are pleased to have this opportunity to be of service and to work with you.

May 20, 2021
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Very truly yours,

ROSS MOLINA OLIVEROS, P.C.

By: Jim Oliveros
For the Firm

I have read and understand the terms and conditions set forth in this letter (including the attached General Provisions) and agree to them, as evidenced by my signature below.

Riverbend Water Resources District

Kyle Dooley
Executive Director/CEO

Date: _____

General Provisions

Except as modified by the accompanying engagement letter, the following provisions will apply to the relationship between Ross Molina Oliveros, P.C. and our clients:

1. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with a client and counsel, witnesses, consultants, court personnel, and others; conferences among our personnel; factual investigation; legal research; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, pleadings, briefs, and other documents; travel time; waiting time in court or elsewhere; and time in depositions and other discovery proceedings.

2. In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, air freight, computerized research, depositions, court transcripts, videotape recording, travel (including mileage, parking, airfare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing, court costs, postage, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge, at any time or from time to time, as we deem appropriate, in light of our direct costs, our estimated overhead allocable to the services, and outside competitive rates. Unless special arrangements are made, fees and expenses of others that exceed \$750.00 (such as experts, investigators, witnesses, consultants, and court reporters) will not be paid by our firm and will be the responsibility of, and billed directly to, the client.

3. Although we may from time to time for a client's convenience, furnish estimates of fees or charges that we anticipate will be incurred on a client's behalf, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except as otherwise expressly set forth in the engagement letter or otherwise agreed to by us in writing.

4. Fees, disbursements, and other charges will be billed monthly and are payable upon presentation. There often is an unavoidable delay in reporting disbursements and other charges, and therefore not all disbursements and charges may be billed at the same time as the related legal services.

5. A client shall have the right at any time to terminate our services and representation upon written notice to the firm. Such termination shall not, however, relieve the client of the obligation to pay for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of termination.

6. We have the right to terminate representation subject to applicable legal and ethical rules governing attorney-client relationships. We also have the right to terminate the representation for good cause or if the client's conduct interferes with an effective attorney-client relationship. Reasons for terminating the representation may include, but are not limited to, the client's failure to honor the terms of the engagement letter, the client's failure to pay amounts billed in a timely manner, the client's failure to cooperate or follow our advice on a material matter, or any fact or circumstances that would, in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful or unethical. If Firm is unsuccessful in recovering any excess proceeds for Client, Firm retains the right to terminate representation, and client acknowledges that Firm is under no obligation to continue representation.

We also reserve the right to withdraw from our representation if the continuation of the representation will result in an unreasonable financial burden on the firm or the client has rendered the representation unreasonably difficult. If we elect to do so, the client will take all steps necessary to free us of any obligation to perform further, including the execution of any document (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on behalf of the client prior to the date of withdrawal.

1. The parties hereto agree that this Agreement is performable in Bexar County, Texas and that the sole and exclusive venue for any claim arising under this Agreement shall be in the state and federal courts sitting in Bexar County, Texas.

THE TEXAS LAWYER'S CREED
A MANDATE FOR PROFESSIONALISM

**Promulgated by
The Supreme Court of Texas and the Court of Criminal Appeals
November 7, 1989**

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

I am passionately proud of my profession. Therefore, "My word is my bond."

I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.

I commit myself to an adequate and effective pro bono program

I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.

I will always be conscious of my duty to the judicial system.

LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

I will advise my client of the contents of this creed when undertaking representation.

I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.

I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.

I will advise my client that civility and courtesy are expected and are not a sign of weakness.

I will advise my client of proper and expected behavior.

I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand

that I abuse anyone or indulge in any offensive conduct.

I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.

I will advise my client that we will not pursue tactics which are intended primarily for delay.

I will advise my client that we will not pursue any course of action which is without merit.

I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.

I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

I will be courteous, civil, and prompt in oral and written communications.

I will not quarrel over matters of form or style, but I will concentrate on matters of substance.

I will identify for other counsel or parties all changes I have made in documents submitted for review.

I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.

I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party.

I will refrain from excessive and abusive discovery.

I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

I will be punctual.

I will not engage in any conduct which offends the dignity and decorum of proceedings.

I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

I will respect the rulings of the Court.

I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

ORDER OF THE SUPREME COURT OF TEXAS AND THE COURT OF CRIMINAL APPEALS

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion, and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "**The Texas Lawyer's Creed - A Mandate for Professionalism**" as attached hereto and made a part hereof.

*In Chambers, this 7th day of November,
1989.*

The Supreme Court of Texas

Thomas. R. Phillips, Chief Justice
Franklin S. Spears
C. L. Ray
Raul A. Gonzales
Oscar H. Mauzy
Eugene A. Cook
Jack Hightower
Nathan L. Hecht
Lloyd A. Doggett
Justices

The Court of Criminal Appeals

Michael J. McCormick, Presiding Judge
W. C. Davis
Sam Houston Clinton
Marvin O. Teague
Chuck Miller
Charles F. (Chuck) Campbell
Bill White
M. P. Duncan, III
David A. Berchelmann, Jr.
Judges