

# ARMBRUST & BROWN, PLLC

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## MEMORANDUM

TO: Board of Directors -  
Block House Municipal Utility District

FROM: Denise L. Motal  
Legal Assistant

DATE: July 31, 2020

RE: Block House Municipal Utility District -  
August 5, 2020 Special Meeting

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Enclosed please find the agenda and support materials for the **telephone conference special meeting** of the Board of Directors of Block House Municipal Utility District scheduled for Wednesday, August 5, 2020, at **6:00 p.m.** **The dial-in information for the meeting is included on the meeting agenda.** Members of the Board of Directors may participate in the telephone conference at 2600 Block House Drive South, Leander, Texas. Members of the public are entitled to participate in and to address the Board of Directors during the meeting via telephone or at 2600 Block House Drive South, Leander, Texas, where standard health protocols published by Governor Greg Abbott relating to COVID-19, including social distancing, will be observed.

Please let me know if you cannot attend the telephone meeting so that I can confirm that a quorum will be present.

Please do not hesitate to contact me if you have any questions.

Jacquelyn Smith (Crossroads Utility Services, LLC)  
Lisa Torres (Crossroads Utility Services, LLC)  
Andrew Hunt (Crossroads Utility Services, LLC)\*  
Taylor Kolmodin (Municipal Accounts & Consulting, L.P.)  
Autumn Phillips (Municipal Accounts & Consulting, L.P.)\*  
David Gray (Gray Engineering, Inc.)\*  
Cheryl Allen (Public Finance Group LLC)\*  
Carol Pumbo (McCall, Parkhurst & Horton L.L.P.)\*  
Tripp Hamby (Priority Landscapes, LLC)\*  
Tanya Emmons (Pinnacle Texas Management, LLC)\*  
Charles Kelley (Williamson County Sheriff's Dept.)\*

Jay Howard (Texas Disposal Systems, Inc.)\*  
Ja-Mar Prince (Texas Disposal Systems, Inc.)\*  
Barbara Graves (Texas Disposal Systems, Inc.)\*  
Chris Swedlund (McCall Gibson Swedlund Barfoot PLLC)\*  
Brian Toldan (McCall Gibson Swedlund Barfoot PLLC)\*  
Jan Gibson (McCall Gibson Swedlund Barfoot PLLC)\*  
Ashlee Martin (McCall Gibson Swedlund Barfoot PLLC)\*  
Tom Davis (Lifeguard 4 Hire, L.L.C.)\*  
Luanne Miller (BHC Owners Association)\*  
David Johnson (Tidal Waves Swim Team)\*  
Stu McMullen (resident)\*

\*AGENDA ONLY (via email)

**BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**

**August 5, 2020**

TO: THE BOARD OF DIRECTORS OF BLOCK HOUSE MUNICIPAL UTILITY DISTRICT AND ALL OTHER INTERESTED PERSONS:

Notice is hereby given that the Board of Directors of Block House Municipal Utility District will hold a special meeting at **6:00 p.m.** on **Wednesday, August 5, 2020.**

**THIS MEETING WILL BE HELD VIA TELEPHONE CONFERENCE CALL PURSUANT TO SECTION 551.125, TEXAS GOVERNMENT CODE, AS MODIFIED TEMPORARILY BY GOVERNOR GREG ABBOTT, AND THE RELATED GUIDANCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL, IN CONNECTION WITH THE GOVERNOR'S COVID-19 DISASTER PROCLAMATION. MEMBERS OF THE BOARD OF DIRECTORS MAY PARTICIPATE IN THE TELEPHONE CONFERENCE AT 2600 BLOCK HOUSE DRIVE SOUTH, LEANDER, TEXAS.**

**MEMBERS OF THE PUBLIC ARE ENTITLED TO PARTICIPATE IN AND TO ADDRESS THE BOARD OF DIRECTORS DURING THE MEETING VIA TELEPHONE OR AT 2600 BLOCK HOUSE DRIVE SOUTH, LEANDER, TEXAS, WHERE STANDARD HEALTH PROTOCOLS PUBLISHED BY GOVERNOR GREG ABBOTT RELATING TO COVID-19, INCLUDING SOCIAL DISTANCING, WILL BE OBSERVED. THE TOLL-FREE DIAL IN NUMBER FOR THE MEETING IS **1-888-510-5505**, AND THE PARTICIPANT CODE IS **199914**. PLEASE FOLLOW THE INSTRUCTIONS PROVIDED BY THE SYSTEM TO ACCESS THE MEETING.**

**AN ELECTRONIC AGENDA PACKET FOR THE MEETING IS AVAILABLE AT THE FOLLOWING LINK:**

<https://abaustin.sharefile.com/share/view/sd538f44a2d14aa28/fo095c57-73f7-4955-ba1c-c1ea257bde61>

**THIS MEETING WILL BE RECORDED AND, FOLLOWING THE MEETING, THE RECORDING WILL BE MADE AVAILABLE AT THE SAME LINK SPECIFIED ABOVE.**

The following matters may be considered and acted upon at the meeting:

*Note: Matters on which Board action is anticipated are noted as "Decision". Matters on which Board action is not anticipated are noted as "Informational". Such notations are intended as a guide to facilitate the conduct of the meeting based on information available at the time that this agenda was finalized and are not binding. The Board reserves the right to take action on any of the following matters.*

<u>AGENDA</u>	<u>ANTICIPATED ACTION</u>
<b>GENERAL</b>	
1. Citizens' communications;	Informational
<b>DISCUSSION / ACTION ITEMS</b>	
2. General Management Services Agreement with Crossroads Utility Services, LLC, including:	Informational

(a)	Consultant evaluation;	Informational
(b)	Administrative assistant;	Informational
3.	Review of Meeting Notes;	Informational
4.	Future Board meetings/agenda items;	Informational

The Board of Directors is authorized by the Texas Open Meetings Act, Chapter 551, Texas Government Code, to convene in closed or executive session for certain purposes, including receiving legal advice from the District’s 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); and discussing information technology security practices (Section 551.089). If the Board of Directors determines to go into executive session to discuss 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 the provision of the Open Meetings Act that authorizes the closed or executive session.




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Attorney for the District

(SEAL)



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Block House Municipal Utility District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Armbrust & Brown, PLLC at (512) 435-2300 for additional information. Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may utilize the statewide Relay Texas program at (800) 735-2988.

## GENERAL MANAGEMENT SERVICES AGREEMENT

This GENERAL MANAGEMENT SERVICES AGREEMENT (this “*Contract*”) is entered into effective August 1, 2019 (the “*Effective Date*”), between BLOCK HOUSE MUNICIPAL UTILITY DISTRICT (the “*District*”), a municipal utility district operating under Chapters 49 and 54 of the Texas Water Code, and CROSSROADS UTILITY SERVICES, LLC, a Texas limited liability company (“*Contractor*”).

### RECITALS

The District provides water and wastewater utility services, recreational facilities, and other services to residents and customers of the District. The District desires to engage the services of Contractor for general management services for the District and Contractor desires to serve in such capacity, on the terms and conditions of this Contract.

NOW, THEREFORE, for and in consideration of the premises, and the mutual agreements of the parties hereinafter set forth, the District and Contractor agree as follows:

### AGREEMENTS

1. Appointment. The District appoints Contractor as its general manager and Contractor accepts this position, all on the terms and conditions set forth in this Contract.

2. Term; Termination.

(a) Term. The term of this Contract (the “*Term*”) will begin on August 1, 2019 and end on September 30, 2020.

(b) Termination. This Contract may be terminated before the end of the Term by either party by delivery of at least 60 days’ written notice of termination to the other party. However, if this Contract is terminated by the District due to Contractor’s refusal or inability to perform, gross negligence or fraud in the performance of its duties, or distressed financial condition, the District may deliver written notice of termination to Contractor, which will be effective immediately upon delivery of such notice. In the event of termination, Contractor will be compensated up to the date of termination (prorated for less than a full month, if necessary).

(c) Return of District Property. Upon termination of this Contract, for any reason, Contractor must immediately turn over all District property, including books, records, checkbooks, funds, and other property, to the District’s designated representative. Computer records relating to the District, including those relating to the District’s accounts, connections, financial records, equipment, and customers, are District property, and Contractor will provide such records to the District or its representative in a format that will allow such computer records to be accessed and duplicated by computer.

3. Compensation. As compensation for the services specified in this Contract, Contractor will receive the sum of \$9,800 per month. All invoices for services performed in a month must be submitted to the District no later than 12:00 noon on the tenth day of the following month in order to be considered for payment at the Board's regular meeting held during that month. Unless in dispute, invoices will be paid within 30 days of submittal; however, if there is a bona fide dispute over a portion of an invoice, the District will have the right to withhold payment of the disputed portion until the dispute is resolved.

4. Periodic Review. During the Term, the Board of the District (the "Board") or its designated subcommittee may conduct a review of Contractor and its performance under this Contract. In conjunction with the review, the Board and Contractor may determine the terms upon which this Contract may be modified, renewed or extended.

5. Basic Duties and Responsibilities of Contractor. The following Basic Services will be provided to the District by Contractor for the compensation specified in Section 3.

(a) Administration.

(i) Representative. Contractor's primary representative in connection with Contractor's services to the District under this Contract will be Jacquelyn Smith (the "General Manager"), who will attend Board meetings and coordinate all of Contractor's services hereunder. Except in the case of absences due to illness, vacation, or emergency (in which case other Contractor staff will attend Board meetings and coordinate Contractor's services), the General Manager will not be replaced without the approval of the Board. Lisa Torres and Andrew Hunt are pre-approved as temporary or permanent replacements for the designated General Manager. The General Manager will be present at the Walker House for an adequate amount of time each week to accomplish the services specified in this Section, up to 20 hours per week. Initially, the General Manager will be present at the Walker House Monday through Friday, except on holidays, at times between the hours of 7:00 a.m. and 6:00 p.m., for a total of up to 20 hours per week; however, this schedule may be adjusted upon mutual written agreement of the District and Contractor. Contractor will provide the District with a list of Contractor's observed holidays on or before August 15, 2019, and on or before January 1, 2020.

(ii) Contractor must provide all equipment necessary for the proper performance of the services specified in this Section (including computer, printer/copier/fax machine, cell phone, and office supplies for routine business) at its sole expense. Contractor will invoice the District separately for materials for nonroutine projects.

(iii) District Communications; Customer Service; Coordination of District Activities. The General Manager will:

(1) Respond to inquiries, complaints and concerns in a professional, courteous, and timely manner; promote good relations with the District's property owners and residents; and coordinate with the Cities of Cedar Park and Leander, and with Williamson County as necessary to resolve customer concerns.

(2) Monitor and track all customer complaints and inquiries received, and report them to the Board as appropriate.

(3) Respond to any inquiries or reporting requirements of any governmental authority, the Board, or the District's other consultants in a prompt, professional manner.

(4) Provide public information that is readily available from the District's files in response to inquiries of other utilities, prospective purchasers, brokers, and other interested parties under the Public Information Act, Chapter 552, Texas Government Code, subject to Section 182.052 of the Texas Utilities Code, "Confidentiality of Personal Information"; coordinate with the District's attorney regarding requests for public information that may be excepted from disclosure or confidential by law.

(5) Monitor the District's website to insure that all posted information is up to date and that all information required to be posted by the laws applicable to municipal utility districts is included on the website.

(iv) Meeting Preparations and Attendance. General Manager will:

(1) Attend all regular Board meetings and any special Board meetings and subcommittee meetings as requested by the Board.

(2) Provide monthly reports in a format approved by the Board.

(3) Submit materials that are to be included in Board meeting packets to the District's attorney's office by 12:00 noon on the day that is one week prior to each regular Board meeting, unless other arrangements are approved by the Board. If this material is not delivered to the District's attorney in a timely manner, delivery must be made by Contractor directly to the Board members, at Contractor's sole expense.

(4) Upon request, meet with the Board's designated representatives and bookkeeper prior to each Board meeting to review invoices.

(v) Coordination of District Activities. The General Manager will:

- (1) Coordinate District activities, services, and operations with neighboring municipalities, districts, other governmental entities and organizations.
- (2) Coordinate with other District consultants and contractors, including attorneys, engineers, operators, auditors, bookkeepers, and financial consultants.
- (3) Obtain bids from contractors when written specifications and published notice are not required, upon Board request.
- (4) Schedule meetings and field work with contractors and vendors.
- (5) File and monitor any insurance claims made by the District.
- (6) Carry out Board directives in a prompt manner and report all actions taken in response to those directives to the Board.

(b) Financial.

(i) Management of Funds. Contractor will:

- (1) Properly deposit all District funds in the District's accounts daily, without offset or counterclaim.
- (2) Coordinate and monitor District finances, in cooperation with the District's bookkeeper.

(ii) Budget Process. Contractor will:

- (1) At least three months prior to the expiration of each fiscal year, prepare a recommended management budget for the next fiscal year; coordinate with the District's other consultants on budget requirements; and present budget recommendations to the Board and oversee budget adoption process.
- (2) Monitor annual budget over the course of each fiscal year and make quarterly recommendations to the Board on appropriate budget revisions.

(iii) Audit Process. Contractor will coordinate with the District's bookkeeper and auditor to assist in the preparation of reports, schedules, and other data as necessary, and cooperate with the District's auditor in connection with the preparation of the District's annual audit, including providing District inventory records and other information necessary in connection with such audit.

(c) Bond Financings/Refinancings. Contractor will coordinate with the Board and the District's advisors in connection with the preparation of bond applications and related reports.

(d) Operations Services Assistance. Contractor will:

(i) Assist the District's other consultants, as requested, in administering the District's compliance with the TPDES Phase II Small Municipal Separate Storm Sewer System General Permit (TXR040000) and the District's storm water management program adopted thereunder.

(ii) Assist the District's other consultants, as requested, in administering the District's water conservation and drought contingency plan.

(e) Managerial Services.

(i) General Administration. The General Manager will:

(1) Coordinate Board meetings and conferences, including ordering meals and necessary supplies.

(2) Review agendas of meetings of the governing bodies of surrounding government entities, including the City of Cedar Park, City of Leander, and Williamson County.

(3) Respond to inquiries, complaints and concerns in a professional, courteous, and timely manner.

(ii) Street Lighting, Signage and Security. The General Manager will:

(1) Monitor the functioning of all street lights within the District and coordinate repair or replacement of bulbs and related devices with Pedernales Electric Cooperative, as necessary.

(2) Monitor street and traffic signs within the District and coordinate placement or replacement with Williamson County, as necessary.

(3) Post and remove temporary District signs, as directed by the Board.

(4) Regularly screen video from the security cameras located in District's parks and pool areas.

(5) Cause the entrance gates located at the Bike Trails, Tonkawa Park, and Tumlinson Park to be unlocked by 7:00 a.m. each day, except in cases of emergencies, weather events, or construction that would make use of the Bike Trails or either park unsafe.



(iii) Walker House, Pavilion, and Jumano Community Center Operations. The General Manager will:

(1) Monitor and schedule use of the Walker House, Pavilion, and Jumano Community Center as directed by the Board, including taking and arranging reservations; collecting and depositing all related fees, as required by applicable District rules; issuing and collecting keys from users, as necessary; checking out and keeping track of District equipment; and assuring that the releases and waivers required by applicable District rules are completed and submitted.

(2) Monitor the condition of the Walker House and Jumano Community Center after each use and arrange for housekeeping and trash collection.

(3) Notify the Board of needed repairs and coordinate repairs upon Board request.

(iv) Park and Recreational Facilities. The General Manager will:

(1) Upon the request of the Board or a Board-appointed subcommittee, obtain competitively-priced bids from contractors for repairs to the District's park and recreational facilities when written specifications and published notice is not required; monitor contractors' work to ensure it is performed timely, efficiently, and effectively.

(2) Coordinate, in conjunction with the District's pool operations contractor, the tag or identification system approved by the Board in connection with use of the District's park and recreational facilities.

(3) Monitor and schedule use of the District's park and recreational facilities as directed by the Board, including taking and arranging reservations; collecting and depositing all related fees, as required by applicable District rules; issuing and collecting keys from users, as necessary; checking out and keeping track of District equipment; and assuring that the appropriate releases and waivers required by applicable District rules are completed and submitted.

(4) Monitor the functioning of all park and recreational facility lighting, including pool, tennis court and parking area lighting, and coordinate all necessary repairs and the setting of automatic timers as directed by the Board.

(5) Recommend revisions and additions to the District's park and recreational facilities rules.

(v) Contract Administration. The General Manager will:

(1) Supervise performance and administer the District's service contracts, including those for landscape maintenance, pool management, security services, solid waste collection and recycling services, media services, and cleaning services, and establish an appropriate chain of command to assure that all required maintenance and repair needs are met in an efficient and cost-effective manner.

(2) Develop and implement a contract monitoring system for services provided under all service contracts administered by the General Manager; provide periodic monitoring of contract performance and provide a monthly report to the Board on services performed pursuant to such contracts.

(3) Provide access and issue and collect keys to contractors and vendors, as necessary.

(4) Coordinate the District's "Clean-Up Days", it being understood that equipment and labor involved will be provided by the District's solid waste services contractor.

(vi) Manager's Account. The District will establish an account (the "Manager's Account") in an amount approved by the Board, which may be utilized by Contractor in accordance with the terms of a Secretary's Certificate and Resolutions Regarding Manager's Account adopted by the Board, as amended from time to time. Contractor must present statements or invoices to the Board to support all expenditures from the Manager's Account, and provide a monthly reconciliation of the account to the Board. If no statement or invoice is presented to support an expenditure, the District will not be responsible for the expenditure and Contractor must reimburse the District for any District funds expended.

(vii) Inventory and Tracking. Contractor will maintain an up-to-date inventory of all District equipment and fixtures (exclusive of utility equipment and improvements) and will annotate the inventory with information regarding replacements, repairs and warranties, including the expiration dates of any warranties.

6. Insurance.

(a) Limits. Upon the full execution of this Contract and prior to providing any services under this Contract, Contractor must furnish the District certificates of insurance and policies, including all endorsements, on forms acceptable to the District, confirming the following insurance coverage in at least the amounts set forth below:

- |  |  |
|--|--|
| 1. Worker's Compensation/Employer's Liability  | Statutory amounts as specified by law  |
| 2. Commercial General Liability (occurrence basis)   | \$1,000,000 (per occurrence)<br>\$2,000,000 (aggregate)<br>\$1,000,000 (products/completed operations aggregate) |
| 3. Automobile Liability (occurrence basis), which policy limit must include liability arising out of operation of owned, hired and non-owned vehicles                      | \$1,000,000 (combined single limit)  |
| 4. Excess/Umbrella Liability (above the actual amounts carried by Contractor for the policies described in (1) (with respect to Employer's Liability), (2), and (3) above) | \$1,000,000 (per occurrence)   |

(b) Contractor's Commercial General Liability. Contractor's commercial general liability policy must: (1) be on a current edition of ISO form CG 00 01 12 07 or equivalent; (2) include, but not be limited to, the following coverages: premises/operations, products/ completed operations, independent contractors, personal injury, contractual liability, including contractual indemnity, and explosion, collapse, underground property damage; and (3) not include the following endorsements and exclusions or equivalent limitations: CG 22 94 or CG 22 95 (Damage to Work Performed by Subcontracts Exclusion), CG 21 39 (Contractual Limitation Endorsement), CG 24 26 (Amendment of Insured Contract Definition), and CG 21 37 (Employees as Insureds Exclusion).

(c) Coverage for Personnel. The insurance required above must cover services performed by all personnel of Contractor, including independent contractors.

(d) Endorsements. Policy endorsements, naming the District (i) as an additional loss payee under the Commercial Crime insurance policy and (ii) as an additional insured under all other insurance policies other than the Worker's Compensation policy, must be furnished to the District contemporaneously with the Effective Date and annually thereafter. Each policy of insurance must provide, in the body of the policy or in an endorsement, that it is primary and noncontributory over any insurance that may be carried by the District and that the District will be notified in writing (x) at least 30 days prior to any cancellation/termination (other than for non-payment of premium), change, or non-renewal; and (y) at least ten days prior to any cancellation/termination for non-payment of premium. Each policy must be maintained in force throughout the term of this Contract and must be written by insurance companies authorized to sell insurance where work is being performed and have an A.M. Best's rating of B++ VII or better.

(e) Employee Dishonesty. If the District suffers a loss by reason of Contractor's employee's (including an independent contractor's) dishonesty, Contractor will either (i) promptly reimburse the District for the entire amount of the loss or (ii) promptly file and thereafter diligently prosecute a claim under its Commercial Crime insurance policy for recovery of the loss. If the District elects to seek recovery for any loss under Contractor's Commercial Crime insurance policy, Contractor will (i) promptly upon settlement of the claim, remit all insurance proceeds to the District, and (ii) reimburse the District for any portion of the loss not recovered.

(f) Contractor's Obligations and Liabilities. None of the requirements of this Contract with regard to insurance will limit, qualify, or quantify the obligations and liabilities of Contractor under this Contract or with respect to the services provided by Contractor pursuant to this Contract.

7. Indemnity. As a material part of the consideration for this contract, CONTRACTOR AGREES TO WHOLLY INDEMNIFY, DEFEND AND HOLD HARMLESS THE DISTRICT FROM all claims, losses, expenses, and liabilities, including reasonable attorneys' fees (collectively, "Losses"), ARISING FROM OR RELATING TO THE SERVICES TO BE PERFORMED BY CONTRACTOR UNDER THIS CONTRACT, including Losses arising out of or relating to damage to property, injury to or death of persons (including the property and persons of the parties and their agents, servants, contractors and employees), loss of use of property, loss of revenue, economic or other losses, and any noncompetition, employment, or other similar agreement affecting Contractor's personnel. THE OBLIGATIONS IN THIS PARAGRAPH APPLY WHETHER ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF THE DISTRICT CAUSED THE LOSS IN WHOLE OR IN PART. THESE OBLIGATIONS INCLUDE, WITHOUT LIMITATION, CLAIMS BY CONTRACTOR'S EMPLOYEES AGAINST THE DISTRICT.

8. Miscellaneous.

(a) Assignment. Neither the District nor Contractor may assign this Contract without receiving the prior written consent of the other party.

(b) Notices. All notices given hereunder must be in writing and must be personally delivered or dispatched by United States certified mail, postage prepaid, return receipt requested, to the addresses shown at the end of this Contract. Either party may change the address to which any notice is to be addressed by giving written notice to the other party of the change. Any time limitation provided for in this Contract will commence with the date that the party actually receives the written notice, and the date of postmark of any return receipt indicating the date of delivery of a notice to the addressee will be conclusive evidence of receipt.

(c) Amendments. No amendment to this Contract will be binding upon the District or Contractor unless made in writing, approved by the Board of the District or its authorized committee, and signed by both Contractor and the District. An electronic communication will not be sufficient to constitute an amendment to this Contract.

(d) Applicable Law, Place of Performance. This Contract will be construed under the laws of the State of Texas. All of the obligations contained in this Contract are performable in Williamson County, Texas.

(e) Status as Independent Contractor; Personnel. Contractor is retained as and will continue in the capacity of an independent contractor. Contractor will be responsible for hiring and compensating the General Manager and any other personnel it deems necessary to carry out its duties under this Contract, and to be responsible for collecting and remitting all applicable FICA and income tax withholding based upon any sums paid to Contractor or its personnel.

(f) Subcontracting. Contractor may not subcontract any services performed under this Contract without the prior written approval of the District. All subcontractors retained by Contractor must possess the experience, qualifications, and skills to perform the tasks assigned to them and be licensed or certified if required for the task to be performed and if licensing certification is standard practice in the industry. Any subcontractor retained by Contractor must be covered by Contractor's insurance and will be included in and covered by Contractor's indemnity set forth in Section 7. Any contractor retained by Contractor on behalf of the District that will not be a subcontractor of Contractor must enter into a separate written contract with the District, on terms acceptable to the District. Contractor will be responsible for the quality and timeliness of all services subcontracted by Contractor. No surcharges, supervisory fees, or inspection fees may be assessed by Contractor as a result of subcontracted services.

(g) District Policies. Contractor is aware of and Contractor and General Manager will comply with all applicable District policies, including the District's Code of Ethics, Travel and Professional Services Policy.

(h) Interested Parties. Contractor acknowledges that Texas Government Code Section 2252.908 ("Section 2252.908") requires disclosure of certain matters by contractors entering into a contract with a local government entity such as the District. Contractor confirms that it has reviewed Section 2252.908 and will 1) complete FORM 1295, using the unique identification number specified on page 1 of this Contract, and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit the signed Form 1295, including the certification of filing number of the Form 1295 with the TEC, to the District at the same time the Contractor executes and submits this Contract to the District. Form 1295 is available at the TEC's website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). This Contract is not effective until the requirements listed above are satisfied and any award of the Contract by the District is expressly made contingent upon Contractor's compliance with such requirements. **The signed Form 1295 may be submitted to the District in an electronic format.**

(i) Conflicts of Interest. Contractor acknowledges that Texas Local Government Code Chapter 176 ("Chapter 176") requires the disclosure of certain matters by contractors doing business with or proposing to do business with local government entities such as the District. Contractor confirms that it has reviewed Chapter 176 and, if it is required to do so, will complete and return FORM CIQ,

promulgated by the TEC and available on the TEC website at <https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf>, within seven days of the date of submitting this Contract to the District or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

(j) Verification Under Chapter 2270, Texas Government Code. For purposes of Chapter 2270 of the Texas Government Code, Contractor represents and warrants that, at the time of execution and delivery of this Contract, neither Contractor, nor any wholly owned subsidiary, majority owned subsidiary, parent company, or affiliate of the same, boycotts Israel or will boycott Israel during the term of this Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, (i) "boycotts Israel" and "boycott Israel" mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes and (ii) "affiliate" means an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(k) Verification Under Chapter 2252, Texas Government Code. Contractor represents and warrants that, neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the same, if any, are companies identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudanlist.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/ftolist.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes Contractor and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. As used in the foregoing, "affiliate" means any entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

(l) No Waiver. No consent or waiver, expressed or implied, to or of any default of any covenant or provision hereof by any party will be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

(m) Severability. If any provision of this Contract is illegal, invalid, or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Contract not be affected thereby, and it is also the intention of the

parties that, in lieu of each provision of this Contract that is illegal, invalid, or unenforceable, there be added as a part of this Contract a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible, and is legal, valid, and enforceable.

(n) Attorney's Fees. Any party to this Contract who is the prevailing party in any legal proceeding against any other party brought under or in connection with this Contract or the subject matter hereof will be additionally entitled to recover court costs and reasonable attorney's fees, and all other litigation expenses, including deposition costs, travel, and expert witness fees, from the nonprevailing party (including reasonable attorney's fees in accordance with Section 271.159, Texas Local Government Code).

(o) Counterparts. This Contract may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

(p) Authority. Each party represents and warrants that it has the full right, power, and authority to execute this Contract and all related documents. Each person executing this instrument on behalf of a party represents that he or she is an authorized representative of and has the authority to sign this document on behalf the respective party.

(q) Entire Agreement. This Contract constitutes the entire agreement of the parties regarding general management services and supersedes all prior agreements and understandings, whether written or oral, between Contractor and the District regarding general management services.

\* \* \*

*signature pages follow*

**COUNTERPART SIGNATURE PAGE TO GENERAL MANAGEMENT SERVICES AGREEMENT**

**BLOCK HOUSE MUNICIPAL UTILITY DISTRICT**

By: Cecilia Roberts  
Cecilia Roberts, President  
Board of Directors

Date: 7-24-19

Address: P.O. Box 129  
Leander, Texas 78646


**ATTEST:**

Ryan Horak  
Ryan Horak, Secretary  
Board of Directors



**COUNTERPART SIGNATURE PAGE TO GENERAL MANAGEMENT  
SERVICES AGREEMENT**

**CROSSROADS UTILITY SERVICES, LLC,**  
a Texas limited liability company

By:   
Printed Name: Andrew Hunt  
Title: Executive Vice President

Date: 7/24/19

Address: 2601 Forest Creek Drive  
Round Rock, Texas 78665