

DRAINAGE DISTRICT NO. 3
Jefferson County, Texas

MINUTES OF MEETING

DECEMBER 16, 2020

7:30 A.M.

A meeting was held December 16, 2020, at 7:30 A.M. in the District's office located at 24460 Hwy 124, Hamshire, Texas. Commissioners present were LeRoy McCall, Jr., Frank Rose, and Reginald Boykin.

1. Meeting was called to order at 7:30 A.M. by Chairman McCall. He announced that this meeting was being recorded for the purpose of transcribing the minutes.
2. Minutes of previous meeting were read and approved.
3. Office Update -
 - A. Commissioners reviewed the Districts checks written November 30, 2020 through December 15, 2020.
 - B. Commissioners reviewed the monthly financial report presented by Shanna Verret. The ending fund balance was \$1,318,190.41 down \$2,721.84 from last month.
 - C. There was no insurance summary this month.
 - D. Due to GASB 75 valuation requirement, Commissioners agreed to hire Hotchkiss Insurance Agency to evaluate the District's retirement plan for the cost of \$6,500.00.
 - E. Shanna Verret reported that the District received TWCA Award for not having an on-Job accident during 2020.
 - F. There was no executive session.
4. Project/Equipment Update –
 - A. Equipment Update
 1. All equipment is working well.
 - B. Project Update –
 1. The Steven Broom ditch agreement about fencing has not been signed.
5. New Business –
 - A. No Meeting Update
 - B. No Board Comments
 - C. Next regular meeting date was set for Wednesday, January 20, 2021 at 7:30 a.m.
With no further business, meeting adjourned at 8:55 a.m.

LeRoy McCall, Jr. Chairman

Frank R. Rose, Secretary

Reginald C. Boykin, Sr., Commissioner

DRAINAGE DISTRICT NO. 3

Jefferson County, Texas

Maintained Operations Fund

Expenditures

NOVEMBER 30, TO DECEMBER 15, 2020

DATE	CHECK No.	PAYEE	AMOUNT	DESCRIPTION
11/30/2020	11767	PAYROLL ACCOUNT	\$ 11,660.00	SALARIES & AUTO ALLOWANCE
11/30/2020	EFT	IRS - FICA TAXES	\$ 1,484.62	FICA TAXES NOVEMBER 2020
11/30/2020	EFT	TEXAS COUNTY & DISTRICT RETIREMENT	\$ 1,205.59	EMPLOYER CONTRIBUTION 11-2020
11/30/2020	11774	C&I OIL	\$ 1,111.98	OFF ROAD DIESEL
11/30/2020	11769	CENTERPOINT ENTERGY	\$ 76.62	NATURAL GAS
11/30/2020	11770	VERIZON WIRELESS	\$ 133.43	DISTRICT MOBILE SERVICE
11/30/2020	11771	WINDSTREAM	\$ 580.43	TELEPHONE SERVICE (8 DAY PRO RATE)
11/30/2020	11772	ENTERGY	\$ 224.14	ELECTRICITY
11/30/2020	11773	NOVA HEALTHCARE CENTERS	\$ 328.69	PROFESSIONAL SERVICES
11/30/2020	11775	WAUKESHA PEARCE	\$ 135.55	HOSES AND FITTINGS
		TOTAL	\$ 16,941.05	
12/15/2020	11778	PAYROLL ACCOUNT	\$ 9,210.00	SALARIES
12/15/2020	11779	SETX GOVT EMPLOYEE BENEFIT POOL	\$ 16,391.75	EMPLOYER CONTRIBUTION INSURANCE PREM
12/15/2020	11780	COUNTY TREASURER LIFE INSURANCE	\$ 30.55	LIFE INSURANCE PREMIUM
12/15/2020	11781	STRATTON'S	\$ 74.97	HARDWARE
12/15/2020	11782	OFFICE DEPOT	\$ 335.89	OFFICE SUPPLIES & MEDICAL /SAFETY SUPPLIES
12/15/2020	11783	SOUTHERN TIRE MART	\$ 1,588.30	TRACTOR TIRES
12/15/2020	11784	WEST JEFFERSON CO. MWD	\$ 27.67	WATER
12/15/2020	11785	HAMSHIRE WASTE	\$ 68.00	WASTE DISPOSAL
12/15/2020	11786	JUX TECHNOLOGIES	\$ 68.00	WEB SITE HOSTING
12/15/2020	11787	TEXAS SOCIAL SECURITY PROGRAM	\$ 35.00	DUES & SUBSCRIPTIONS
12/15/2020	11788	FUNCHESS, MILLS, WHITE & CO.	\$ 4,500.00	AUDIT BILLING
12/15/2020	11789	JEFFERSON CENTRAL APPRAISAL DISTRICT	\$ 1,568.31	ENTITY ALLOCATIONS
		TOTAL	\$ 33,898.44	

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
November 2020

	Nov 20	Budget	Oct - Nov 20	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
REVENUES					
101 - Current Taxes	25,440.28	50,491.33	46,907.78	100,982.70	605,896.00
102 - Delinquent Taxes	17,749.43	666.66	20,304.65	1,333.40	8,000.00
103 - Interest	76.95	416.66	156.37	833.40	5,000.00
104 - Rendition Penalty	0.00	0.00	0.00	0.00	0.00
106 - Miscellaneous	0.00	0.00	0.00	0.00	0.00
Total REVENUES	43,266.66	51,574.65	67,368.80	103,149.50	618,896.00
Total Income	43,266.66	51,574.65	67,368.80	103,149.50	618,896.00
Gross Profit	43,266.66	51,574.65	67,368.80	103,149.50	618,896.00
Expense					
1 - SALARIES					
1002 - Clerical	3,888.00	3,888.58	7,776.00	7,777.20	46,663.00
1009 - Dept Head / Foreman	5,921.00	5,921.33	11,842.00	11,842.70	71,056.00
1010 - Commissioners	900.00	900.00	1,800.00	1,800.00	10,800.00
1015 - Extra Help	0.00	3,166.66	0.00	6,333.40	38,000.00
1048 - Equipment Operators/Asst	8,611.00	13,465.08	13,409.00	26,930.20	161,581.00
1050 - Over Time	0.00	0.00	0.00	0.00	0.00
Total 1 - SALARIES	19,320.00	27,341.65	34,827.00	54,683.50	328,100.00
2 - FRINGE BENEFITS					
2001 - FICA Expenses	1,484.62	2,401.50	2,649.58	4,803.00	28,818.00
2002 - Retirement	1,352.42	1,611.16	2,320.07	3,222.40	19,334.00
2003 - Insurance	18,212.98	21,592.16	36,417.06	43,184.40	259,106.00
2004 - Worker's Compensation	0.00	916.66	0.00	1,833.40	11,000.00
2006 - Auto Allowance	1,550.00	1,550.00	3,100.00	3,100.00	18,600.00
2007 - Retirement Wage Contg	0.00	2,500.00	0.00	5,000.00	30,000.00
2008 - Health Ins. Savings Acct	0.00	1,187.50	0.00	2,375.00	14,250.00
Total 2 - FRINGE BENEFITS	22,600.02	31,758.98	44,486.71	63,518.20	381,108.00
3 - MATERIALS & SUPPLIES					
3006 Batteries	49.99	208.33	49.99	416.70	2,500.00
3008 Bolts Nuts Nails & Screws	0.00	83.33	0.00	166.70	1,000.00
3009 Antifreeze & Coolant	0.00	150.00	0.00	300.00	1,800.00
3010 Books & Printed Matter	0.00	416.66	0.00	833.40	5,000.00
3012 Prints, Maps & Etc	0.00	83.33	0.00	166.70	1,000.00
3014 Chains & Hooks	0.00	41.66	0.00	83.40	500.00
3016 Chemicals Weed Control	0.00	1,083.33	0.00	2,166.70	13,000.00
3018 Cleaners & Solvents	0.00	125.00	0.00	250.00	1,500.00
3020 Metal Culvert Pipe	0.00	1,250.00	0.00	2,500.00	15,000.00
3022 Copying Supplies	0.00	166.66	0.00	333.40	2,000.00

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
November 2020

	Nov 20	Budget	Oct - Nov 20	YTD Budget	Annual Budget
3027 Electrical Supplies	0.00	250.00	0.00	500.00	3,000.00
3030 Fencing Material	0.00	416.66	0.00	833.40	5,000.00
3032 Concrete, Sand, Aggregat	0.00	583.33	0.00	1,166.70	7,000.00
3034 Diesel Fuel	1,111.98	2,500.00	1,111.98	5,000.00	30,000.00
3036 Diesel Fuel ON ROAD	0.00	1,250.00	0.00	2,500.00	15,000.00
3037 Gasoline	0.00	583.33	0.00	1,166.70	7,000.00
3040 Hardware - Misc	0.00	250.00	52.52	500.00	3,000.00
3041 Hose & Fittings & Filters	253.64	666.66	253.64	1,333.40	8,000.00
3048 Lumber, Timbers, Rope	0.00	208.33	0.00	416.70	2,500.00
3050 Medical & Safety	0.00	250.00	43.98	500.00	3,000.00
3051 Motor Oil & Grease	0.00	833.33	0.00	1,666.70	10,000.00
3056 Paint & Brushes	0.00	83.33	0.00	166.70	1,000.00
3072 Rope Wire Manila & Burlap	0.00	66.66	0.00	133.40	800.00
3073 Spare Parts, Heavy Equip	0.00	33.33	0.00	66.70	400.00
3077 Computer Supplies	0.00	125.00	0.00	250.00	1,500.00
3078 Office Supplies	0.00	208.33	0.00	416.70	2,500.00
3080 Steel Angle Iron Rods, Etc	0.00	208.33	0.00	416.70	2,500.00
3083 Tires & Tubes	0.00	666.66	0.00	1,333.40	8,000.00
3084 Minor Equipment	0.00	833.33	3,235.00	1,666.70	10,000.00
3095 Welding Supplies	0.00	166.66	0.00	333.40	2,000.00
3099 Sundry	39.96	166.67	39.96	333.41	2,000.11
Total 3 - MATERIALS & SUPPLIES	1,455.57	13,958.24	4,787.07	27,917.71	167,500.11
4 - MAINTENANCE & UTILITES					
4001 Cooling and Heating	0.00	83.33	0.00	166.70	1,000.00
4009 Building & Structure	0.00	83.33	0.00	166.70	1,000.00
4010 Tractors & Mowers	0.00	833.33	0.00	1,666.70	10,000.00
4011 Equipment Repairs	0.00	2,500.00	0.00	5,000.00	30,000.00
4013 Marine Craft	0.00	166.66	0.00	333.40	2,000.00
4014 - Auto - Truck	0.00	166.66	0.00	333.40	2,000.00
4015 Communication Equip	0.00	100.00	0.00	200.00	1,200.00
4020 Miscellaneous	0.00	41.66	0.00	83.40	500.00
4030 Tools	0.00	250.00	0.00	500.00	3,000.00
4051 Freight	0.00	25.00	0.00	50.00	300.00
4052 Postage	0.00	41.66	110.00	83.40	500.00
4053 Natural Gas/Butane	76.62	291.66	152.20	583.40	3,500.00
4054 Telephone	713.86	500.00	847.61	1,000.00	6,000.00
4056 Electricity	224.14	500.00	399.38	1,000.00	6,000.00
4057 Water & Sewer	27.67	166.66	55.34	333.40	2,000.00
4058 Garbage Waste Disposal	68.00	100.00	136.00	200.00	1,200.00
Total 4 - MAINTENANCE & UTILITES	1,110.29	5,849.95	1,700.53	11,700.50	70,200.00

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
November 2020

	Nov 20	Budget	Oct - Nov 20	YTD Budget	Annual Budget
5 - MISCELLANEOUS SERVICES					
5009 Professional Services	1,655.41	666.66	1,723.41	1,333.40	8,000.00
5021 Dues & Subscriptions	0.00	208.33	516.50	416.70	2,500.00
5027 Engineering Fees	0.00	833.33	0.00	1,666.70	10,000.00
5028 Assessor/Collector Fees	0.00	166.66	1,465.80	333.40	2,000.00
5029 Attorney Fees	0.00	833.33	0.00	1,666.70	10,000.00
5031 Filing, Records & Photos	0.00	8.33	0.00	16.70	100.00
5032 Accounting Services	0.00	41.66	0.00	83.40	500.00
5036 Treasurer Commision	0.00	83.33	0.00	166.70	1,000.00
5038 Supplemenal Tax Refunds	0.00	166.66	0.00	333.40	2,000.00
5040 Insurance Autos & Trucks	0.00	500.00	0.00	1,000.00	6,000.00
5041 Insurance Property	0.00	291.66	0.00	583.40	3,500.00
5043 Insurance General Liab	0.00	166.66	0.00	333.40	2,000.00
5044 Insurance Official Liab	0.00	166.66	0.00	333.40	2,000.00
5045 Bonds Surety & Notary	0.00	83.33	100.00	166.70	1,000.00
5053 Equipment Rental	360.00	1,041.66	720.00	2,083.40	12,500.00
5054 Contract Aerial Spraying	0.00	833.33	0.00	1,666.70	10,000.00
5055 Contract Spraying	0.00	833.33	0.00	1,666.70	10,000.00
5062 Travel & Meeting Expense	0.00	66.66	0.00	133.40	800.00
5064 Training & Education	0.00	125.00	0.00	250.00	1,500.00
5074 Independent Auditor Fees	0.00	1,458.33	0.00	2,916.70	17,500.00
5095 Bank Service Charges	0.00	250.00	149.66	500.00	3,000.00
5098 Appraisal District Fees	0.00	750.00	0.00	1,500.00	9,000.00
5099 Sundry	0.00	83.33	0.00	166.70	1,000.00
Total 5 - MISCELLANEOUS SERVICES	2,015.41	9,658.24	4,675.37	19,317.60	115,900.00
6 - CAPITAL OUTLAY					
6001 Office Machines	0.00	333.33	0.00	666.70	4,000.00
6002 Excavation Equipment	0.00	2,500.00	0.00	5,000.00	30,000.00
6011 Machinery & Equipment	0.00	12,500.00	0.00	25,000.00	150,000.00
6014 Building & Structures	0.00	3,416.66	0.00	6,833.40	41,000.00
6022 Furniture & Fixtures	0.00	416.66	0.00	833.40	5,000.00
6042 Auto Truck & Trailer	0.00	416.66	0.00	833.40	5,000.00
6045 Land/ROW Acquisitions	0.00	416.66	0.00	833.40	5,000.00
Total 6 - CAPITAL OUTLAY	0.00	19,999.97	0.00	40,000.30	240,000.00
Total Expense	46,501.29	108,567.03	90,476.68	217,137.81	1,302,808.11
Net Ordinary Income	-3,234.63	-56,992.38	-23,107.88	-113,988.31	-683,912.11

DRAINAGE DISTRICT No. 3
Profit & Loss Budget Performance
November 2020

	Nov 20	Budget	Oct - Nov 20	YTD Budget	Annual Budget
Other Income/Expense					
Other Expense					
Transfer Account	0.00	0.00	0.00	0.00	0.00
Total Other Expense	0.00	0.00	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00	0.00	0.00
Net Income	-3,234.63	-56,992.38	-23,107.88	-113,988.31	-683,912.11

DRAINAGE DISTRICT No. 3
Statement of Cash Flows
November 2020

	<u>Nov 20</u>
OPERATING ACTIVITIES	
Net Income	-3,234.63
Adjustments to reconcile Net Income to net cash provided by operations:	
EMPLOYEE PAID EXPENSES:202-0400 Employee Insurance	365.86
EMPLOYEE PAID EXPENSES:202-0600 Employee Retirement	146.83
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Net cash provided by Operating Activities	-2,721.94
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Net cash increase for period	-2,721.94
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Cash at beginning of period	1,320,912.35
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Cash at end of period	<u>1,318,190.41</u>

CONSULTING AGREEMENT

This CONSULTING AGREEMENT (this "Agreement") is entered into as of December 10, 2020 (the "Effective Date") by and between Jefferson County Drainage District # 3 ("District"), a public entity, and Hotchkiss Insurance Agency, LLC ("HIA"), a Texas limited liability company, and consists of this signature page, the Business Associated Agreement attached hereto as Appendix A, the Disclosure Statement – Services Fees, Consulting Fees and Reimbursements attached hereto as Appendix B, and the Statement(s) of Work attached hereto as Appendix C ("SOW"), and any attachments or exhibits thereto or hereto, which are incorporated in full by this reference. Each of District and HIA may be referred to herein as a "Party" or collectively as "Parties."

Hotchkiss Insurance Agency, LLC

Jefferson County Drainage District # 3

Address for Notices:

Address for Notices:

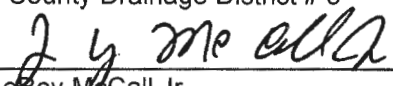
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Hamshire, TX 77622
ATTN: Shanna J. Verret
Telephone: (409) 243-3495
Email: sverret@jcdd3.org

HOTCHKISS INSURANCE AGENCY, LLC

Jefferson County Drainage District # 3

By: _____
Name: Carey S Malek
Title: Consultant

By: 
Name: LeRoy McCall Jr.
Title: Chairman

TERMS AND CONDITIONS

1.0 SCOPE OF THE AGREEMENT

1.1 Services. HIA shall perform the services described in each applicable SOW (the "Services") in accordance with this Agreement and the specifications and timeframes set forth in the applicable SOW.

1.2 Changes to Scope. District may, from time to time, propose changes to this Agreement or any related SOW by written notice to HIA. If HIA agrees, the relevant SOW must be amended in writing to specify the revised terms and conditions. If such changes cause a material increase in HIA's costs or time of performance, HIA shall notify District immediately and the Parties shall negotiate a reasonable pricing or adjustment in terms that shall be memorialized in an amendment to the applicable SOW.

1.3 Access. District shall provide HIA, if necessary and at a mutually agreed upon time, reasonable access to District and its personnel and records to provide its Services.

2.0 TERM OF AGREEMENT AND SOWs

2.1 Term. The initial term of this Agreement is three (3) years, commencing on the Effective Date and shall continue in force until the third anniversary of the Effective Date unless renewed or terminated as provided in this Section. Each SOW shall continue in force through the term stated in the SOW, unless renewed or terminated as provided in this Section, or as otherwise provided in the SOW.

2.2 Automatic Renewal. This Agreement and each SOW shall automatically renew at the end of their stated terms and at the end of each renewal term for successive one year periods unless either Party provides the other Party with 90 days written notice prior to the end of the then current term of its intent to terminate this Agreement or the SOW, as applicable.

2.3 Material Breach. Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate this Agreement if a material breach of this Agreement continues and remains uncured for more than 30 days after the breaching Party is notified in writing of such material breach. Termination of this Agreement for material breach shall not discharge the Parties' obligations under any and all SOWs. Without prejudice to any other rights or remedies which it may have, either Party shall be entitled to terminate a SOW if a material breach of that SOW continues and remains uncured for more than 30 days after the breaching Party is notified in writing of such material breach. Termination of a SOW for material breach shall not discharge the

Parties' obligations under any and all other SOWs or this Agreement.

2.4 Insolvency. If a Party (the "Insolvent Party") (1) has availed itself of (or been subjected by any third party to) a proceeding in bankruptcy in which the Insolvent Party is the named debtor, has made an assignment for the benefit of its creditors, has been subjected to the appointment of a receiver for the Insolvent Party, or is subject to any other proceeding involving insolvency or the protection of, or from, creditors, and (2) such action was initiated by a third party rather than the Insolvent Party, has not been discharged or terminated without any prejudice to the Insolvent Party's rights or interests under this Agreement, or the Insolvent Party has been unable to reasonably satisfy the terminating Party that it is able to perform its obligations in accordance with this Agreement and with no adverse impact to the terminating Party (each an "Insolvency Event"), then within 45 days after such Insolvency Event the other Party may terminate this Agreement and any SOW immediately upon notice to the Insolvent Party.

2.5 Continuing Obligations. Notwithstanding anything to the contrary contained in this Section, any SOW may be terminated in accordance with its terms, but any such termination shall not be interpreted to terminate this Agreement. In addition, District or HIA may terminate any SOW pursuant to the terms and conditions of this Agreement and such SOW, without any effect on any other SOW or this Agreement. Any termination or expiration of this Agreement or of any SOW shall be effective as of the last day of the calendar month in which such termination or expiration is to be effective.

3.0 CONSEQUENCES OF TERMINATION

3.1 Continued Performance. Following delivery of a termination or non-renewal notice pursuant to this Agreement or any SOW, but prior to the effective date of such termination or expiration, each Party shall continue to abide by the terms and conditions of this Agreement and each SOW in effect at such time and comply fully with its obligations herein and therein and neither Party shall in any way hinder or interrupt the performance of this Agreement or any SOW during any period between the date of service of a termination or non-renewal notice and the date of actual termination or expiration.

3.2 Final Invoice. Upon termination or expiration of this Agreement or a SOW for whatever reason, HIA shall render an invoice in respect of any Services performed since the date of the last invoice issued in accordance with this Agreement or SOW, District shall promptly pay the undisputed amounts of such invoice, and shall provide detailed written information and reasons to HIA with respect to any portion of the invoices that are

disputed by Company, and all fees, commissions or other payments paid up-front by District shall be considered earned by HIA and shall not be subject to refund or offset against any other amounts payable by District to HIA under this Agreement or any SOW.

3.3 Prior Breach. The termination of this Agreement shall not prevent a Party from pursuing any remedies under this Agreement for a breach of this Agreement or any SOW.

3.4 Survival. Notwithstanding anything to contrary contained herein or in any SOW, Sections 3.0, 6.2, 8.0, 9.0 and 10.0 of this Agreement will survive the termination or expiration of this Agreement and of any SOW.

4.0 PRICING/FEEES

HIA shall provide Services to District for the fees described in the applicable SOW.

5.0 INVOICES/PAYMENT

5.1 Invoicing. Unless invoicing for fees or commission is handled by insurance carriers chosen by Company, HIA will invoice District monthly for Services performed during the immediately preceding month, which shall be payable within 30 days after receipt by Company. Refer to Disclosure Statement – Service Fees, Consulting Fees and Reimbursements for further detail on fees or commission.

5.2 Invoice Dispute. If District reasonably disputes the accuracy or applicability of an item set forth in an invoice, District shall notify, in writing, HIA of the alleged discrepancy as soon as possible after it has been discovered. District shall not be required to pay any disputed part of an invoiced amount unless, and until, the Parties have successfully resolved the dispute. The Parties will work in good faith to resolve any disputes. Any payment of a disputed amount remitted by District shall be made with a reservation of rights by Company.

6.0 MUTUAL REPRESENTATIONS AND WARRANTIES; DISCLAIMER

6.1 Representations and Warranties. Each Party represents and warrants the following to the other Party: (a) the Party's execution, delivery and performance of this Agreement: (i) has been authorized by all necessary corporate action, (ii) does not violate the terms of any law, regulation, or court order to which such Party is subject or the terms of any material agreement to which the Party or any of its assets may be subject, and (iii) is not subject to the consent or approval of any third party; (b) this Agreement is the valid and binding obligation of the representing Party, enforceable against such Party in

accordance with its terms; and (c) such Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations hereunder.

6.2 Disclaimer. **The representations and warranties contained in this Agreement are in lieu of all other representations and warranties, express or implied, oral or written, and all other representations and warranties not expressly stated herein are hereby excluded and disclaimed by HIA and District including, but not limited to, any implied warranties of merchantability, non-infringement, and fitness or suitability for a particular purpose. District acknowledges that, in connection with entering into this Agreement, it is not relying on any representation warranty or other statement or assurance that are not set forth in this Agreement.**

7.0 RELATIONSHIP OF THE PARTIES

7.1 Independent Contractor. HIA is a nonexclusive independent contractor to Company. Neither Party has any authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, except as expressly so stated in a SOW. HIA will determine the method, details and means of performing the Services. District shall have no right to, and shall not, control the manner or determine the method of accomplishing HIA's Services.

7.2 Not a Fiduciary. District acknowledges that: (i) HIA shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) HIA shall exercise no authority or control with respect to management or disposition of the assets of Company's employee benefit plans; and (iii) HIA shall perform Services pursuant to this Agreement and any SOW in a non-fiduciary capacity. District agrees to notify HIA as soon as possible of any proposed amendments to the employee benefit plans' legal documents to the extent that the amendments would affect HIA in the performance of its obligations under this Agreement or any SOW. District agrees to promptly submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for HIA to perform the Services covered by this Agreement and any SOW.

8.0 DISCLAIMER OF INDIRECT DAMAGES; LIMITATION OF LIABILITY

8.1 Damages Waiver. In no event shall either Party be liable for any indirect, incidental, consequential, exemplary, punitive or special damages, even if either Party knew or should have known of the possibility thereof.

8.2 Limitation of Liability. Unless a result of gross negligence or willful misconduct, and in recognition of the relative risks and benefits of this Agreement to both District and HIA, the risks have been allocated such that District agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement or any SOW, to limit the liability of HIA to District for any reason and for any and all claims, losses, costs, liabilities, damages of any nature whatsoever, including but not limited to attorneys' and expert witness' fees, so that the total aggregate liability of HIA to District for any reason shall not exceed (i) as to any issues related to a specific SOW, the total fees received by HIA for services rendered under the applicable SOW, and (ii) as to any issues related to this Agreement as a whole, the total fees received by HIA for services rendered under this Agreement during the immediately preceding twelve (12) month period. It is intended that these limitations apply to any and all liability or causes of action however alleged or arising, unless otherwise prohibited by law.

8.3 No Guarantee of Results. District acknowledges that recommendations made by HIA do not guarantee specific results. District can elect to implement all or part of the recommendations made by HIA at any time. District is free to accept or reject any recommendations from HIA as District has the sole authority to implement any such recommendations.

8.4 Other Advisors. If District shall retain separately other advisors, such other advisors shall be solely responsible for the accuracy and reasonableness of their work. District acknowledges and agrees HIA shall have no responsibility for acts or omission of such other advisors.

9.0 CONFIDENTIALITY

9.1 Confidentiality and Non-Disclosure. The Parties agree that any information or material (in whatever form, tangible or intangible) concerning them, their affiliates, their customers or clients, and each of their respective directors, officers, managers, or employees, their trade secrets, know how, financial data (including prices, fees, profits, losses, expenses, costs, revenues and projections), ideas or materials of or relating in any way to the past, present, planned or foreseeable business, products, developments, technology or activities of each respectively, shall, as between the Parties, be proprietary ("Confidential Information"). Such information shall be treated by the Parties and their personnel as confidential and shall not be disclosed by the alternate Party to any third-party or used by said alternate Party or its personnel, except to the extent necessary for the

performance of the Services hereunder. All such Confidential Information shall, as between District and HIA, be the sole and exclusive property of the source of the Confidential Information or material. Notwithstanding anything in this Section to the contrary, the Parties may disclose Confidential Information to those of its affiliates' employees, officers, contractors, agents and representatives (collectively, "Representatives") who need to receive such Confidential Information for the purpose of complying with this Agreement or any SOW, but only after the Parties have informed them of the confidential nature of the Confidential Information and has directed them to treat such Confidential Information confidentially in accordance with the terms of this Agreement. Each Party shall be liable for any breach by its Representatives of the confidentiality obligations under this Agreement or any SOW.

9.2 Exclusions and Exceptions. Confidential Information shall exclude information that: (i) was known to the recipient before receipt from the other Party, (ii) is or becomes publicly available through no fault of the other Party or breach of its confidentiality obligations under this Agreement, (iii) is rightfully received by the other Party from a third party without a duty of confidentiality, or (iv) is independently developed by either Party without use or reference of the Confidential Information. If any Party is legally compelled to disclose Confidential Information to any tribunal or else stand liable for contempt or suffer other censure or penalty, said Party or its agents may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Information which its bona fide legal counsel advises is legally required to be disclosed, provided that said Party exercises commercially reasonable efforts to preserve the confidentiality of the Confidential Information including, without limitation, by cooperating with the alternate Party to obtain (at said Party's expense) an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such tribunal.

10.0 GENERAL

10.1 Assignments. Except as provided otherwise in this Section, neither Party shall subcontract, assign, or otherwise transfer any rights or delegate any obligation under this Agreement without the prior written consent of the other Party. Any purported assignment made without such consent is void. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement without consent to a third party that purchases all or substantially all of the assets of such assigning party and agrees to assume and be bound by the terms of this Agreement. Upon acceptance of the

assignment and the assumption of the duties and liabilities by the assignee, the assignor is released and discharged, to the extent of the assignment, from all further duties and liability under this Agreement except for assignor's obligations of confidentiality and any obligations or liabilities that arose prior to the assignment. This Agreement is binding upon the Parties' respective successors and permitted assigns.

10.2 Notice. Except as otherwise provided in any SOW, all notices, designations, consents or other formal communications shall be given in writing and delivered in person, by reputable overnight courier, or by U.S. mail to that Party's address first set forth above in the signature page, or to such other address as the Party shall have previously provided. Except as otherwise provided in any SOW, notices will be effective, as the case may be, on the date personally delivered, or one (1) Business Day after being sent by reputable overnight courier, or three (3) days after deposit in the U.S. mail, postage prepaid.

10.3 Force Majeure. No failure, delay or default in performance of any obligation of HIA in this Agreement or any SOW shall constitute an event of default or breach of this Agreement or such SOW to the extent that such failure, delay or default in performance arises out of a fire, flood, earthquake, tornado, hurricane, wind or other natural disaster or act of God; war, terrorism, riot or civil disorder; strike, lockout or other labor dispute; embargo, quarantine or similar governmental action; or any other event outside of the reasonable control of HIA.

10.4 Entire Agreement. This Agreement (including any exhibits and schedules and SOWs hereto) constitutes the entire agreement between the Parties. This Agreement supersedes any prior agreement(s) between HIA and District regarding the Services. The captions used herein are for convenience of reference only and do not define or limit the scope, content, or meaning of the provisions contained herein.

10.5 Governing Law. This Agreement shall be governed by, and its provisions construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions, except to the extent preempted by federal law. The exclusive venue for any formal legal action under this Agreement shall be Jefferson County, Texas.

10.6 Severability. Provisions of this Agreement shall be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will be deemed deleted from the Agreement and replaced by a valid and enforceable provision which so far as possible achieves the Parties' intent in agreeing to the original provision. This Agreement's remaining provisions will stay in effect.

10.7 Amendment; Waiver; Remedies Cumulative. No waiver of any of the provisions of this Agreement shall be binding upon the Parties unless made in writing and duly executed by the Party granting such waiver. No delay or omission by either Party in exercising any right or power accruing to it upon the non-compliance or failure of performance by another Party under the provisions of this Agreement shall impair any right or power or be construed to be a waiver. A waiver by any Party of a breach of any of the obligations, conditions or agreements to be performed by another Party shall not be construed as a waiver of any succeeding breach of the same or other obligations, agreements or conditions. All remedies afforded by this Agreement for a breach hereof shall be cumulative; other equitable and statutory remedies, and other remedies expressly set forth in this Agreement, are available to either Party with regard to this Agreement. No modification or amendment to this Agreement or any SOW shall be valid unless made in writing and signed by all Parties.

10.8 Further Assurances. The Parties shall cooperate with each other and execute and deliver to the other Party such forms and documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm the other Party's rights or obligations or as may be reasonably necessary or helpful to give effect to the provisions of this Agreement.

10.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document. Signatures delivered by fax, email, or other electronic means shall be sufficient and binding and shall be treated as originals for purposes of this Agreement and any SOW.

APPENDIX A

Business Associate Agreement

This Business Associate Agreement (the "Agreement"), effective as of December 10, 2020 (the "Effective Date"), is entered into by and between Jefferson County Drainage District # 3 ("Business Associate") and Hotchkiss Insurance Agency, LLC ("HIA"), a Texas limited liability company. ("Covered Entity").

RECITALS:

A. Covered Entity is a "covered entity" under the federal Health Insurance Portability and Accountability Act of 1996 (the "Act"), Public Law 104-191, as modified by the Titles of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, known as the "Health Information Technology for Economic and Clinical Health Act" ("HITECH Act"), and the regulations promulgated thereunder and codified at 45 CFR Parts 160 and 164 (such regulations together with the Act and HITECH Act, collectively, "HIPAA").

B. As a "covered entity," Covered Entity must obtain reasonable and adequate assurances that any of its contractors who obtain, create, transmit, or maintain Protected Health Information (as defined below) on its behalf will abide by certain restrictions prescribed by HIPAA in the course of providing services.

C. Business Associate provides the services (the "Services") specified on Appendix B of the Consulting Agreement dated as of even date herewith (the "Underlying Agreement") pursuant to the Underlying Agreement, and in the course of performing the Services Business Associate may have access to and require use of Protected Health Information.

D. Covered Entity and Business Associate desire to enter into this Agreement to ensure that Business Associate's access to and use or disclosure of Protected Health Information complies fully with the requirements of HIPAA.

THEREFORE, the parties agree as follows:

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meaning given to them in HIPAA, except that the following terms shall be hereinafter defined as follows:

(a) "Business Associate" shall generally have the same meaning as the term "business associate" defined at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the Business Associate named above.

(b) "Covered Entity" shall generally have the same meaning as the term "covered entity" defined at 45 CFR 160.103, and in reference to this Agreement, shall mean the Covered Entity named above.

(c) "HIPAA Rules" shall mean the *Standards for Privacy of Individually Identifiable Health Information* found at 45 CFR Part 160; Part 164, Subparts A and E (the "Privacy Rule"), the *Security Standards for the Protection of Electronic Protected Health Information*, found at 45 CFR Part 160; Part 164, Subparts A and C (the "Security Rule"), the breach notification regulations, found at 45 CFR 164.400-414 (the "Breach Notification Rule"), and the Enforcement Rule, found at 45 CFR Part 160, Subparts C, D, and E.

(d) "Protected Health Information" or "PHI" shall generally have the same meaning as the term "protected health information" defined at 45 C.F.R. 160.103, limited to the PHI exchanged by the parties pursuant to this Agreement.

(e) The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

(a) Use and Disclosure. Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

(b) Compliance with Security Rule. Business Associate shall use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement.

(c) Report of Unpermitted Uses and Disclosures; Breach. Business Associate shall report to Covered Entity, no later than ten (10) days after discovery, any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required at 45 CFR 164.410, and any Security Incident. Business Associate shall help Covered Entity mitigate the effective of any unpermitted use or disclosure, including a Breach or Security Incident, and shall be financially responsible to Covered Entity for all costs and fees related to Covered Entity's performing under the breach notification requirements.

(d) Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

(e) Individuals' Access to PHI. Business Associate shall make PHI contained in a Designated Record Set available to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

(f) Amendment of PHI. At the direction of Covered Entity, Business Associate shall amend PHI in a Designated Record Set as agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

(g) Accounting of Disclosures. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

(h) Compliance with the Privacy Rule. To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

(i) Books and Records. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

3. USES AND DISCLOSURES BY BUSINESS ASSOCIATE

(a) Uses and Disclosures to Conduct the Services. Business Associate may only use or disclose PHI as necessary for Business Associate to provide the Services to Covered Entity, as further described in the Underlying Agreement. Business Associate shall use and disclose PHI consistent with the scope and limitations of the Underlying Agreement.

(b) Uses and Disclosures Required by Law. Business Associate may use or disclose PHI as Required by Law.

(c) Uses and Disclosures; the Privacy Rule. Business Associate may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Covered Entity, except as set forth in Section (d) below.

(d) Business Associate's Management and Administration; Legal Responsibilities. Business Associate may use PHI for its own proper management and administration or to carry out its own legal responsibilities. Additionally, Business Associate may disclose PHI for its own proper management and administration or to carry out its legal responsibilities, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

(e) Minimum Necessary. Business Associate shall use, disclose and request only the minimum amount of PHI necessary, and shall comply with any of Covered Entity's minimum necessary policies that are provided to Business Associate by Covered Entity. Business Associate shall comply with any future guidance published by the Department of Health and Human Services.

4. TERM AND TERMINATION

(a) Term. Unless sooner terminated in accordance with Sections 4(b) or 5(c) below, the Term of this Agreement shall be beginning on the Effective Date and shall terminate upon termination or expiration of the Underlying Agreement.

(b) Termination for Cause. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement and Business Associate fails to cure the breach or end the violation within thirty (30) days of being notified of such breach or violation.

(c) Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI received from, or created, maintained, or received by Business Associate on behalf of, Covered Entity that Business Associate still maintains in any form. If Business Associate believes that return or destruction of PHI is not feasible, Business Associate shall notify Covered Entity. If Covered Entity agrees that the return or destruction of such PHI is infeasible, Business Associate may retain such PHI, provided that Business Associate continues to comply with the provisions of this Agreement for so long as it maintains such PHI and further limits uses and disclosures of such PHI to those purposes that make return or destruction infeasible.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

5. MISCELLANEOUS

(a) Independent Contractors. At all times, Business Associate will be acting as an independent contractor engaged by Covered Entity to perform the Services. Nothing contained in this Agreement shall be construed to create an employment relationship, partnership or joint venture or to authorize Business Associate to act as a general or special agent, except as specifically set forth in this Agreement or any other agreement between the parties.

(b) Indemnification. Business Associate agrees to defend, indemnify and hold harmless Covered Entity and Covered Entity's officers, directors, managers, employees, and agents from and against any and all claims, fines, penalties, liabilities, demands, damages, losses, costs and expenses (including court costs and reasonable attorney's fees) arising in connection with or otherwise related to (a) Business Associate's breach of this Agreement or (b) any acts or omissions of Business Associate or any of Business Associate's officers, directors, managers, employees, contractors or agents arising out or related to any

unpermitted use or disclosure of PHI or a violation of the HIPAA Rules. This section will survive any expiration or termination of this Agreement.

(c) Compliance with HIPAA. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with HIPAA. In the event of any amendment or modification to the HIPAA Rules or any other statutory requirement, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary, to bring it into compliance. If, after thirty (30) days of negotiations, the terms of this Agreement fail to comply with the HIPAA Rules or other statutory requirements, then this Agreement shall immediately terminate.

(d) No Rights in Third Parties. Except as expressly stated herein or the HIPAA Rules, the parties do not intend to create any rights in any third parties.

(e) Conflict with Underlying Agreement. In the event of an inconsistency between the provisions of this Agreement and any applicable Underlying Agreement, the terms of this Agreement shall control.

(f) Amendment. This Agreement may be amended or modified only in a writing signed by the parties.

(g) Assignment. No party may assign its respective rights and obligations under this Agreement without the prior written consent of the other party.

(h) Waiver. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

(i) Governing Law. This Agreement shall be governed by the laws of the State of Texas.

(j) Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.

(k) Counterparts. This document may be executed in counterparts, all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

COVERED ENTITY:

Hotchkiss Insurance Agency, LLC
a Texas limited liability corporation

By: _____

Name: Carey S Malek

Title: Consultant

BUSINESS ASSOCIATE:

Jefferson County Drainage District # 3

By:  _____

Name: LeRoy McCall Jr.

Title: Chairman

APPENDIX C

Statement of Work

This Statement of Work ("SOW") is provided pursuant to the Consulting Agreement dated December 10, 2020 (the "Agreement") by and between Jefferson County Drainage District # 3 ("District") and Hotchkiss Insurance Agency, LLC ("HIA").

1.0 DESCRIPTION OF SERVICES AND DELIVERABLES

1.1 Consulting Services provided by HIA to District for **GASB-75** include the following:

- ✓ Develop a mutually agreeable action plan and timeline that meets District objectives each year for providing on going GASB-75 liabilities.
- ✓ HIA will assist in obtaining all data needed for the actuary to complete his certified review.
- ✓ HIA will aid the district in following the guidelines for GASB-75 in conjunction with the Districts' auditors.
- ✓ Provide a certified actuarial report for the Board of Trustees to adopt.
- ✓ Provide access to a board-certified Actuary.
- ✓ Make recommendations & assist with how the liability will be handled in conjunction with the District's auditors.
- ✓ As appropriate, HIA will conduct Board/staff education meetings likely in conjunction with the Auditors as needed.

2.0 TERM

This SOW shall be in effect from December 10, 2020 through December 10, 2026 or if shorter the date of termination of the Agreement, unless renewed in according with Section 2.2 of the Agreement or earlier terminated pursuant to Section 2.0 of the Agreement.

3.0 PRICING/FEES and DISCLOSURES

- 3.1 District acknowledges that it has received, read and understands the Disclosure Statement — Service Fees, Consulting Fees and Reimbursements (Appendix B of the Agreement) which has been provided to it in connection with this SOW.
- 3.2 Refer to Appendix B of the Agreement (the Disclosure Statement) for pricing and fees detail.
- 3.3 District acknowledges this SOW shall continue in full force and effect after amendments or modifications to the Agreement or any other Appendix, exhibit, or attachment thereto, unless otherwise modified in writing and signed by District and HIA.

4.0 DISTRICT COOPERATION

District shall fully cooperate with HIA in the course of HIA's performance of the Services set forth in Section 1.0 of this SOW, and provide HIA timely access to District's information systems along with those elements of information and data necessary to the provisions of the Services. District will promptly comply with all reasonable instructions and requests made by HIA

District understands that the timely provision of information by District is essential to HIA's performance of its services under this Agreement as employee benefit plans may be date sensitive. Finally, District understands and agrees that HIA may not be able to meet certain required timelines in connection with this SOW if District does not promptly respond to HIA's requests and inquiries, and HIA will have no liability or responsibility for delays caused by District or District's clients or vendors.

IN WITNESS WHEREOF, the parties hereto have executed this SOW as of the date set forth above.

HIA:

HOTCHKISS INSURANCE AGENCY, LLC

By: _____

Name: Carey S Malek

Title: Consultant

DISTRICT:

Jefferson County Drainage District # 3

By: 

Name: LeRoy McCall Jr.

Title: Chairman

Date: December 10, 2020



Risk Management
Fund

10535 Boyer Blvd., Suite 100
Austin, Texas 78758

November 5, 2020

Fred Folsom
General Manager
P.O. Box 120
Hamshire, TX 77622

Re: 2020 Excellence in Workers' Compensation History Certificate - Texas Water Conservation Association Risk Management Fund (Fund)

Dear Fred:

Recently, Sonia Lambert, Fund Board Chair, announced during the Texas Water Conservation Association (TWCA) Fall Conference the recipients of the Risk Management Fund 2020 Safety Awards.

What began in 1988 with the purpose of putting TWCA members in control of their insurance and risk management by forming the Risk Management Fund, the Fund is now in its 32nd year of operation. The Fund not only provides stability in coverage and rates, but also works with its members to develop quality safety and loss prevention programs that enrich members' operations. Each year the Fund recognizes members' whose safety records continue to improve and for their effective safety and loss control programs. The TWCRMF commends members providing safe work environments for their employees.

On behalf of the TWCARMF Board of Trustees, we'd like to congratulate Jefferson County Drainage District #3 for being recognized for the Excellence in Workers' Compensation History Certificate. This award is a certificate recognizing members that have a four-year average Workers' Compensation modifier of 1.00 or less with no losses over the last three complete years.

Enclosed is the Excellence in Workers' Compensation Performance Certificate along with a summary of all 2020 Safety Award categories and award recipients. Thank you for all your hard work in creating a safe environment for your employees and the communities you serve.

Please contact me at (512) 627-1509 or micheon.balmer@sedgwick.com with questions or if you'd like additional information regarding the Safety Award program.

Regards,

Micheon Balmer
TWCARMF Director of Pool Management



TWCA Fall Conference



TWCARMF Safety Awards

October 22, 2020

What began in 1988 with the purpose of putting TWCA members in control of their insurance and risk management, we are now in our 33rd year of operations. As many of you can attest, the Fund not only provides stability in coverage and rates but works with our members to develop quality safety and loss prevention programs that enrich our members' operations. Today the Fund recognizes several members for some of these successes.

It's rewarding to see that each year the bar for the Fund's award recognition gets set even higher as Fund members' safety records continue to improve. We recognize several Fund members for their effective safety and loss control programs and commend members in providing safe work environments for their employees. In addition, two of the awards recognize members' attention to liability issues which frequently affects the general public. The Fund Board and staff commend each of these members for their accomplishments.

Most Improved Safety Record in Workers' Compensation:

Experience modifiers are one of the best indicators of the effectiveness of an organization's safety program. This award recognizes those members who achieved the most improvement in their workers' compensation experience modifier this year. The winners are:

**Mustang Special Utility District
Tom Green County WCID #1**

Outstanding Safety Record in Workers' Compensation:

This recognition is awarded to those members that have sustained the best experience in reducing employee injuries as reflected by their experience modifier over the past four years. The winners in this category are:

**Coastal Water Authority
San Jacinto River Authority**

Most Improved Safety Record in Liability:

The new category of "Most Improved Safety Record in Liability" recognizes the work that goes into preventing Liability claims just like the "Most Improved" category in Workers' Compensation. The criteria for "Most Improved Safety Record in Liability" are a current liability modifier of less than 1.00 and improvement of more than 20%. Underwriting limited the decrease in modifier for the 2019/20 year to -20% so that is what was used in determining the winners.

**San Antonio River Authority
United Irrigation District of Hidalgo County
Cameron County Drainage District #1
Hidalgo County Irrigation District #2**

Outstanding Safety Record in Liability:

This award recognizes the member with the best liability loss history in General Liability, Automobile Liability and Errors and Omission with a combined underwriting factor of less than 0.70. The winners are:

**Colorado River Municipal Water Authority
Gulf Coast Authority
North Harris County Regional Water Authority**

Leroy Goodson Excellence in Risk Management Award:

The Fund Board named our top annual award after TWCA's previous general manager who led the effort to create the risk management fund and served as our Board Secretary for 28 years. This award recognizes the Fund member for achieving excellent experience in both workers' compensation and liability over the past four years. The Fund's most prestigious award, the **Leroy Goodson Excellence in Risk Management Award** goes to:

Canadian River Municipal Water Authority

Excellence in Workers' Compensation Performance Certificate:

The Excellence in Workers' Compensation History Award is a certificate recognizing members that have a four-year average Workers' Compensation modifier of 1.00 or less with no losses over the last three complete years. The award recognizes several members, many of them smaller members, that work hard for safety and effective risk management. The winners are:

Angelina & Nacogdoches Counties WCID #1
Brookshire-Katy Drainage District
Cameron County Drainage District #5
Cameron County Water Improvement District #10
Coastal Bend Groundwater Conservation District
Coastal Plains Groundwater Conservation District
Evergreen Underground Water Conservation District
Fort Bend Subsidence District
Galveston County Consolidated Drainage District
Greater Texoma Utility Authority
Hemphill County UWCD
Hidalgo Co Irrigation District #16
Hidalgo County Irrigation District #5
Jefferson County Drainage District #3
Kenedy County Groundwater Conservation District
Lone Star Groundwater Conservation District
Marilee Special Utility District
Medina County Groundwater Conservation District
North Harris County Regional Water Authority
North Plains Groundwater Conservation District
North Texas Groundwater Conservation District

Northern Trinity Groundwater Conservation District
Nueces River Authority
Orange County Navigation & Port District
Panhandle Groundwater Conservation District
Pineywoods Groundwater Conservation District
Plum Creek Conservation District
Prairielands Groundwater Conservation District
Red River Groundwater Conservation District
Sandy Land Underground Water Conservation District
Stonewall Water Control & Improvement District
Sulphur River Basin Authority
Tom Green County Fresh Water Supply District #2
Upper Colorado River Authority
Valley Acres Irrigation District
Ward County Irrigation District #1
Zavala-Dimmit Counties WID #1



Risk Management
Fund

CERTIFICATE *of* ACHIEVEMENT

THIS ACKNOWLEDGES THAT

Jefferson County Drainage
District #3

Is awarded the Texas Water Conservation Association Risk Management Fund's

EXCELLENCE IN WORKERS' COMPENSATION PERFORMANCE



Micheon Balmer

Micheon Balmer, Director Pool Management
October 1, 2020