

**Minutes of Special Meeting
 Board of Directors
 El Paso County Water Improvement District No. 1
 (EPCWID)
 March 15, 2023**

DIRECTORS PRESENT	EMPLOYEES PRESENT
Art Ivey, Vice-President	Jay Ornelas, PE General Manager
Larry Ceballos, Secretary	Lisa Aguilar, Chief Administrative Officer
George Brooks, Assistant Secretary	Mary Cortez, Chief Financial Officer
Miguel Teran, Director	Rose Rodriguez, Tax Assessor Collector
	Pete Rodriguez, Maintenance Manager
NOT PRESENT	Robert Rios, Water Master
Johnny Stubbs, President	Sharon Atilano, Licensing Manager
	Cathy Oyston, Water Records/ Dispatcher Supervisor
LEGAL COUNSEL	Claudia Ruiz, Administrative Assistant
Phil Bowen, Attorney At Law	Sonia Ontiveros, Tax Collector Assistant
DISTRICT ENGINEER	GUESTS
Dr. Al Blair, PE District Engineer	Robert Kimpel, Guest
	Larry Vasquez, BOR

1. Call to order and establishment of a quorum.

There being a quorum of Directors present, the meeting was called to order by Vice-President Art Ivey at 9:00 a.m., and the Directors then proceeded to consider the following.

2. Welcome of guests. No action was taken on this item.

3. Minutes of February 8, 2023 meeting of the Board of Directors.

After a motion by Miguel Teran, seconded by Larry Ceballos, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the draft minutes of the regular meeting held on February 8, 2023 are approved.

4. Report and recommendations by Lisa Aguilar, Chief Administrative Officer/Election Officer, concerning office operations, and elections:
None
5. Report and recommendations by Mary Cortez, Chief Financial Officer, concerning financial information, expenditures, budget, and investment policy:
 - a. **Financial Report.** No action was taken on this item.
 - b. **\$500.00 Expenditure Report.** No action was taken on this item.
 - c. **Legal & Consulting Fees Budget Report.** No action was taken on this item.
6. Report and recommendations by Rose Rodriguez, Tax Assessor Collector, concerning adjustments and corrections, if any, to assessments, taxes, and charges by EPCWID.
 - a. **Review tax report and adjustments-** No action was taken on this item.
 - b. **2013-2023 The City of El Paso and it's Public Service Board Assignments, 2013-2023 Lower Valley Water District Assignments and Report on tax suits.** No action was taken on this item.
 - c. **Comparison of EPCWID tax assessments and collection during 2021 and 2022.** No action was taken on this item.
7. General Manager's report concerning the following:
 - a. **MOU between CBP and EPCWID with a license to CBP's contractor to maintain approximately 21 miles along border**

fence from Wasteway 2 to Fabens Waste Channel. No action was taken on this item.

8. District Engineer's report and recommendations concerning the following:

- a. **Rio Grande Project Operating Agreement Accounting.** No action was taken on this item.
- b. **Rio Grande Compact Accounting.** No action was taken on this item.
- c. **Rio Grande Project Water Supply and Water Allocations.** No action was taken on this item.
- d. **Status of 3rd Party Construction in District Canals and Drains.** No action was taken on this item.
- e. **Engineering work related to grants and proposals.** No action was taken on this item.

9. Maintenance Manager's report and recommendations concerning the following:

Drain maintenance program and water delivery system. No action was taken on this item.

10. Water Master's report and recommendations concerning the following:

Water use and availability. No action was taken on this item.

11. Water delivery allocations to EPCWID water users and water available by contract. **None.**

12. Subdivision Plats within District Boundary requirement in License Manual. **None.**

13. Applications for License for Use of District Real Property:

- a. **10 Applications by Conterra Ultra Broadband LLC,**

Application 3252, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing

the Middle Drain (an irrigation canal) at Alameda Ave., at approximately station 354+47

Application 3253, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Salitral Lateral (an irrigation canal) at Alameda Ave., at approximately station 2+03

Application 3254, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Clint Lateral (an irrigation canal) at Alameda Ave., at approximately station 19+76

Application 3255, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Green Lateral (an irrigation canal) at Alameda Ave., at approximately station 54+61

Application 3256, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Green Lateral (an irrigation canal) at Alameda Ave., at approximately station 56+15

Application 3257, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Clint Lateral (an irrigation canal) at Alameda Ave., at approximately station 380+36

Application 3261, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Lee Lateral (an irrigation canal) at Alameda Ave., at approximately station 21+69

Application 3262, by Conterra Ultra Broadband LLC, for a 25-year license for a subsurface fiber optic cable system, crossing the Salitral Lateral (an irrigation canal) at Alameda Ave., at approximately station 602+60

Application 3263, by Conterra Ultra Broadband LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Webb Lateral (an irrigation canal) at Alameda Ave., at approximately station 25+35

Application 3264, by Conterra Ultra Broadband LLC, for a 25-year license for a subsurface fiber optic cable system,

**crossing the Mesa Drain (an irrigation canal) at Alameda Ave.,
at approximately station 32+64**

After a motion by Miguel Teran, seconded by Larry Ceballos, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: the 10 Applications by Conterra Ultra Broadband LLC are approved upon the condition that the applicant meets all requirements, including paying all fees and cost required by the license and providing the District with three signed originals of the license, both within 60 days hereafter, and the officers of EPCWID are authorized and directed to execute such license, a copy of which is attached hereto.

b. 2 Applications by Ultimate Concrete LLC

Application 3298, by Ultimate Concrete LLC, for a temporary ingress and egress construction license to perform work on the border wall, within the Playa Lateral (an irrigation canal), at approximately station 66+15 to 341+98

Application 3306, by Ultimate Concrete LLC, for a temporary ingress and egress construction license to perform work on the border wall, within the Playa Intercepting Drain (an irrigation canal), at approximately station 0+00 to 62+03

After a motion by Miguel Teran, seconded by George Brooks, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the 2 Applications by Ultimate Concrete LLC, are approved upon the condition that the applicant meets all requirements of the license, including paying all fees and cost required by the license and providing the District with three signed originals of the license, both within 60 days hereafter, and the officers of EPCWID are authorized and directed to execute such license, a copy of which is attached hereto.

c. Agreement for Engineering and Other Work Related to Union Pacific Railroad's Request to Relocate Existing Irrigation Canal Siphons and Culverts

After a motion by Miguel Teran, seconded by Larry Ceballos, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the Agreement for Engineering and Other Work Related to Union Pacific Railroad's Request to Relocate Existing Irrigation Canal Siphons and Culverts, is approved upon the condition that the applicant meets all requirements of the license, including paying all fees and cost required by the license and providing the District with three signed originals of the license, both within 60 days hereafter, and the officers of EPCWID are authorized and directed to execute such license, a copy of which is attached hereto.

d. 3 Applications by MCImetro Access Transmission Services, LLC

Application 3326, by MCImetro Access Transmission Services, LLC, for a 25-year license for an aerial fiber optic cable system, crossing the Franklin Canal (an irrigation canal), at Alameda Ave., at approximately station 838+35

Application 3327, by MCImetro Access Transmission Services, LLC, for a 25-year license for a subsurface fiber optic cable system, crossing the Bowman Lateral (an irrigation canal), at Franklin Dr., at approximately station 5+37

Application 3328, by MCImetro Access Transmission Services, LLC, for a 25-year license for a subsurface fiber optic cable system, crossing the Franklin Canal (an irrigation canal), at Cadwallader Dr., at approximately station 551+51

After a motion by Larry Ceballos, seconded by Miguel Teran, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the 3 Applications by MCImetro Access Transmission Services, LLC, are approved upon the condition that the applicant meets all requirements of the license, including paying all fees and cost required by the license and providing the District with three signed originals of the license, both within 60 days hereafter, and the officers of EPCWID are authorized and directed to execute such license, a copy of which is attached hereto.

e. 4 Applications by Lower Valley Water District

Application 3342, by Lower Valley Water District, for a 25-year license to install a new 8-inch sanitary sewer line, crossing the Juan De Herrera Lateral (an irrigation canal), at approximately station 365+46

Application 3343, by Lower Valley Water District, for a 25-year license to install a new 8-inch sanitary sewer line, crossing the Juan De Herrera Lateral (an irrigation canal), at approximately station 366+40

Application 3344, by Lower Valley Water District, for a 25-year license to install a new 8-inch sanitary sewer line, crossing the Juan De Herrera Lateral (an irrigation canal), at approximately station 357+00

Application 3345, by Lower Valley Water District, for a 25-year license to install a new 8-inch waterline, crossing the Juan De Herrera Lateral (an irrigation canal), at approximately station 357+00

After a motion by Miguel Teran, seconded by George Brooks, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the 4 Applications by Lower Valley Water District, are approved upon the condition that the applicant meets all requirements of the license, including paying all fees and cost required by the license and providing the District with three signed originals of the license, both within 60 days hereafter, and the officers of EPCWID are authorized and directed to execute such license, a copy of which is attached hereto.

Approval of Construction Dewatering Licenses for Conveyance
Groundwater:

- f. Application 3234, by El Paso Water, for a license for use of District facilities for conveyance of groundwater from construction dewatering into the Montoya Main Lateral at Bird Ave.**

After a motion by Miguel Teran, seconded by Larry Ceballos, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the Application 3234, by El Paso Water, for a license for use of District facilities for conveyance of groundwater from construction dewatering into the Montoya Main Lateral at Bird Ave., is approved upon the condition that the applicant meets all requirements of the license, including paying all fees and cost required by the license and providing the District with three signed originals of the license, both within 60 days hereafter, and the officers of EPCWID are authorized and directed to execute such license, a copy of which is attached hereto.

Letters of Approval and/or Amendments of existing License Agreements:

- g. License 1300, by the City of El Paso, addition to license of all city streets crossing Rosinante Rd. across Montoya Main Lateral Branch "A", Southside Rd. crossing the Southside Feeder Lateral within the city limits of El Paso**

After a motion by Larry Ceballos, seconded by George Brooks, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the amendment to License 1300, by the City of El Paso, to add city streets crossing Rosinante Rd. across Montoya Main Lateral Branch "A", Southside Rd. crossing the Southside Feeder Lateral within the city limits of El Paso is approved upon the condition that the applicant meets all requirements of the license, including paying all fees and cost required by the license and providing the District with three signed originals of the license, both within 60 days hereafter, and the officers of EPCWID are authorized and directed to execute such license, a copy of which is attached hereto.

14. Sale of Surplus District Real Property under 49.226 of the Texas Water Code.

- a. **Application 1797, by Ben L. Ivey LTD, for purchase of approximately 5.522 acres of surplus land, within the Mesa Spur Drain, Ysleta Grant, Block 1, Tract 1-A, City of El Paso, El Paso County, Texas. No action was taken on this item.**

15. Grants Agreements involving District Real Property

- a. **USBR \$3M Grant Application for Concrete Lining of 24,300 feet of Franklin Canal between (Total Project Cost of \$6.05M) Loop 375 to Franklin Feeder including a pedestrian trail.**

After a motion by Larry Ceballos, seconded by George Brooks, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the Board of Directors withdraw the USBR \$3M Grant Application for Concrete Lining of 24,300 feet of Franklin Canal between (Total Project Cost of \$6.05M) Loop 375 to Franklin Feeder including a pedestrian trail.

- b. USBR \$2M Grant Application for Concrete Lining of 11,000 feet of Riverside Canal (Estimated Total Project Cost of \$4.03M). No action was taken on this item.**
- c. USBR and TWDB Grants allowing 3rd Party or Public use of District Real Property located on the La Union East, Riverside, Franklin, Montoya, Franklin Feeder, Tornillo, Alamo Alto canal and drain systems. No action was taken on this item.**

16. Any or all of the items shown on the attached Closed Meeting Agenda.

Pursuant to Texas Government Code §551.074, the Board will conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the below indicated officer(s) or employee(s) of EPCWID indicated below:

Mary Cortez, Chief Financial Officer - Annual Employment Agreement

After a motion by Larry Ceballos, seconded by George Brooks, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

RESOLVED: that the Board of Directors approved the Annual Employment Agreement of Mary Cortez, Chief Financial Officer, a copy of which is attached hereto.

Lisa Aguilar, Chief Administrative Officer - Annual Employment Agreement

After a motion by Larry Ceballos, seconded by George Brooks, duly considered and carried by unanimous vote of the Board the following resolution was adopted:

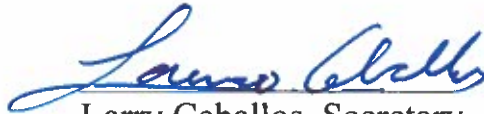
RESOLVED: that the Board of Directors approved the Annual Employment Agreement of Lisa Aguilar, Chief Administrative Officer, a copy of which is attached hereto.

The Board then entered into a closed session at 11:14 a.m. regarding the items to be considered in closed session as shown on the Notice of

Public Meeting. The Board subsequently returned to the open session at 2:04 p.m. with no action having been taken in the closed session.

17. Consideration of agenda items for next regular board meeting.

18. **Adjournment.** On motion duly made, seconded and carried, the Board Meeting adjourned at 2:08 p.m.



Larry Ceballos, Secretary

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of, and shall commence on, March 1, 2023, by and between EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 (“District”) and MARY CORTEZ, an individual (“Employee”).

RECITALS

WHEREAS, the District is a political subdivision of the State of Texas established under Article XVI, Section 59 of the Texas State Constitution;

WHEREAS, the District delivers surface water from the Rio Grande River in El Paso County, Texas to water right lands in El Paso County and assesses and collects taxes for the water right lands within its boundaries;

WHEREAS, Employee has prior experience and expertise with the District and its financial operations and agrees to accept employment with the District under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises, representations, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term:** This Agreement shall commence and become effective on March 1, 2023 (“Effective Date”) and, unless terminated sooner pursuant to Section 5, shall continue in effect until the first anniversary of the Effective Date (“Initial Term”). Unless this Agreement is extended pursuant to Section 5(A), it will expire at the conclusion of the Initial Term.

2. **Position, Employee Disclosure and Duties:** Employee will be employed full-time as Chief Financial Officer. Employee will report directly to the Board of Directors of the District and will perform the below-referenced duties subject to the approval or rejection of the District. Employee will work exclusively and full-time for District.
 - A. Employee’s primary job duties shall include, but not limited to:
 - i. Manage and oversee the financial functions and operations of the District’s business.
 - ii. Any other duty as may be assigned by the Board of Directors from time to time, or change in any of the above-referenced duties.

 - B. These duties may be changed, added to, or eliminated, at any time in the sole discretion of the District.

- C. Employee will immediately disclose to the District any consulting agreements or relationships, board memberships, or other professional commitments she has with or to any third party. The District has the right to require Employee to terminate or cease any such relationship during the term of this Agreement.
3. **Salary:** Employee shall be paid an annual salary of \$130,000.00, effective on the first day of the pay period that includes the date on which the agreement is signed by District and Employee, to be paid pursuant to the District's normal payroll procedures, and subject to any deductions required by any applicable benefit plan, or local, state, or federal law.
4. **Benefits:** Employee shall receive the following benefits:
- A. **Cell Phone:** Employee will be provided with a mobile phone to use for business purposes. Employee will use the mobile phone for legitimate business purposes and will not operate it while driving a vehicle on District business.
- B. **Healthcare and Other Benefits:** Employee shall be eligible to participate in any District-sponsored healthcare plan, retirement plan, and other employee benefit plan or District-provided benefits in accordance with the terms of such plans. Employee will be eligible for vacation, sick leave and other benefits to which District employees are eligible in accordance with any policies providing such benefits.
5. **Extension, Termination and Resignation:**
- A. **Extension:** The Initial Term may be extended beyond the period set forth in Section 1, as mutually agreed upon by District and Employee in a written document signed by Employee and the District's authorized representative. If the Initial Term is extended, this Agreement shall control any such extension period, except as amended pursuant to the requirements of this Agreement.
- B. **Termination or Resignation:** Notwithstanding anything in Section 5.A. either the District or Employee may terminate this Agreement and Employee's employment at any time with or without cause, whether in the Initial Term or in any extended term.
6. **Severability:** If any term or provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. The offending term or provision shall be deemed deleted as though it had never been

included herein, but the remainder of this Agreement shall remain in full force and effect.

7. **Assignment:**
 - A. **Employee:** This Agreement shall not be assignable or transferred by Employee, without the written consent of the District, signed by the District's authorized representative.
 - B. **District:** The District may assign its rights and obligations under this Agreement without consent of Employee in the event that the District shall effect a reorganization, consolidation or other business change.
8. **No Waiver:** The failure of the District to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of the District's rights or deprive the District of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
9. **Successors and Binding Agreement:** This Agreement shall inure to the benefit of and be binding upon District, its successors, and assigns. This Agreement shall also inure to the benefit of and be binding upon Employee, Employee's executors, representatives, and heirs.
10. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
11. **No Third Party Beneficiaries:** Nothing contained in this Agreement, whether express or implied, is intended, or shall be deemed, to create or confer any right, interest or remedy for the benefit of any person other than as otherwise provided in this Agreement.
12. **Entire Agreement:** This Agreement supersedes all prior employment agreements, negotiations, promises, or understandings of any kind solely with respect to Employee's employment with the District as set forth herein. Any representation, promise or condition concerning Employee's employment with the District, whether written or oral, not specifically incorporated herein, shall have no binding force or effect upon the parties.
13. **Employee Recognition of No Representation by District Counsel:** Employee acknowledges that she is not represented by District's counsel, that no attorney-client or representative relationship of any kind was or has been established or intended by and between District's counsel and Employee, and that to the extent required, Employee expressly waives any conflicts of interest.

14. **Employee Review of Agreement:** Employee acknowledges and agrees that she has been given a sufficient and fair opportunity to review this Agreement herself and with the legal counsel of her choice prior to signing this Agreement.
15. **Amendments:** No amendment, alteration, extension, modification, change, termination, or waiver of any provision of this Agreement shall be valid or enforceable (even if Parties act in conformance with any invalid amendment) unless it is in writing and signed by Employee and the District's authorized representative.
16. **Counterparts:** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

EMPLOYEE:

EL PASO COUNTY WATER IMPROVEMENT
DISTRICT NO. 1:

Mary Cole

John Stilt, in capacity as president
of the District

March 21, 2023

3/20, 2023

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into as of, and shall commence on, March 1, 2023, by and between EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 (“District”) and LISA AGUILAR, an individual (“Employee”).

RECITALS

WHEREAS, the District is a political subdivision of the State of Texas established under Article XVI, Section 59 of the Texas State Constitution;

WHEREAS, the District delivers surface water from the Rio Grande River in El Paso County, Texas to water right lands in El Paso County and assesses and collects taxes for the water right lands within its boundaries;

WHEREAS, Employee has prior experience and expertise with the District and its administration and agrees to accept employment with the District under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises, representations, covenants, and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Term:** This Agreement shall commence and become effective on March 1, 2023 (“Effective Date”) and, unless terminated sooner pursuant to Section 5, shall continue in effect until the first anniversary of the Effective Date (“Initial Term”). Unless this Agreement is extended pursuant to Section 5(A), it will expire at the conclusion of the Initial Term.

2. **Position, Employee Disclosure and Duties:** Employee will be employed full-time as Chief Administrative Officer. Employee will report directly to the Board of Directors of the District and will perform the below-referenced duties subject to the approval or rejection of the District. Employee will work exclusively and full-time for District.
 - A. Employee’s primary job duties shall include, but not limited to:
 - i. Manage and oversee the administrative operations and functions of the District’s business.
 - ii. Any other duty as may be assigned by the Board of Directors from time to time, or change in any of the above-referenced duties.

 - B. These duties may be changed, added to, or eliminated, at any time in the sole discretion of the District.

- C. Employee will immediately disclose to the District any consulting agreements or relationships, board memberships, or other professional commitments she has with or to any third party. The District has the right to require Employee to terminate or cease any such relationship during the term of this Agreement.
3. **Salary:** Employee shall be paid an annual salary of \$135,000.00, effective on the first day of the pay period that includes the date on which the agreement is signed by District and Employee, to be paid pursuant to the District's normal payroll procedures, and subject to any deductions required by any applicable benefit plan, or local, state, or federal law.
4. **Benefits:** Employee shall receive the following benefits:
- A. **Vehicle:** Employee will be provided a vehicle by the District to use for business purposes. Employee will use the vehicle only for proper purposes and must operate the vehicle at all times in safe and prudent manner. The cost of providing this one vehicle to Employee shall be allocated as an expense of the District. The District will maintain insurance on the vehicle. Employee must at all times be insurable and provide proof of insurance to the District. Employee also must notify the District of any motor vehicle citation she receives, or any motor vehicle accident in which she is involved, while driving the District vehicle. Employee is responsible for any fines or penalties related to any such citation.
- B. **Cell Phone:** Employee will be provided with a mobile phone to use for business purposes. Employee will use the mobile phone for legitimate business purposes and will not operate it while driving a vehicle on District business.
- C. **Healthcare and Other Benefits:** Employee shall be eligible to participate in any District-sponsored healthcare plan, retirement plan, and other employee benefit plan or District-provided benefits in accordance with the terms of such plans. Employee will be eligible for vacation, sick leave and other benefits to which District employees are eligible in accordance with any policies providing such benefits.
5. **Extension, Termination and Resignation:**
- A. **Extension:** The Initial Term may be extended beyond the period set forth in Section 1, as mutually agreed upon by District and Employee in a written document signed by Employee and the District's authorized representative. If the Initial Term is extended, this Agreement shall control any such extension period, except as amended pursuant to the requirements of this Agreement.

- B. **Termination or Resignation:** Notwithstanding anything in Section 5.A. either the District or Employee may terminate this Agreement and Employee's employment at any time with or without cause, whether in the Initial Term or in any extended term.
6. **Severability:** If any term or provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. The offending term or provision shall be deemed deleted as though it had never been included herein, but the remainder of this Agreement shall remain in full force and effect.
7. **Assignment:**
- A. **Employee:** This Agreement shall not be assignable or transferred by Employee, without the written consent of the District, signed by the District's authorized representative.
- B. **District:** The District may assign its rights and obligations under this Agreement without consent of Employee in the event that the District shall effect a reorganization, consolidation or other business change.
8. **No Waiver:** The failure of the District to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of the District's rights or deprive the District of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
9. **Successors and Binding Agreement:** This Agreement shall inure to the benefit of and be binding upon District, its successors, and assigns. This Agreement shall also inure to the benefit of and be binding upon Employee, Employee's executors, representatives, and heirs.
10. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
11. **No Third Party Beneficiaries:** Nothing contained in this Agreement, whether express or implied, is intended, or shall be deemed, to create or confer any right, interest or remedy for the benefit of any person other than as otherwise provided in this Agreement.
12. **Entire Agreement:** This Agreement supersedes all prior employment agreements, negotiations, promises, or understandings of any kind solely with respect to Employee's employment with the District as set forth herein. Any representation, promise or condition concerning Employee's employment with the District,

whether written or oral, not specifically incorporated herein, shall have no binding force or effect upon the parties.

13. **Employee Recognition of No Representation by District Counsel:** Employee acknowledges that she is not represented by District's counsel, that no attorney-client or representative relationship of any kind was or has been established or intended by and between District's counsel and Employee, and that to the extent required, Employee expressly waives any conflicts of interest.
14. **Employee Review of Agreement:** Employee acknowledges and agrees that she has been given a sufficient and fair opportunity to review this Agreement herself and with the legal counsel of her choice prior to signing this Agreement.
15. **Amendments:** No amendment, alteration, extension, modification, change, termination, or waiver of any provision of this Agreement shall be valid or enforceable (even if Parties act in conformance with any invalid amendment) unless it is in writing and signed by Employee and the District's authorized representative.
16. **Counterparts:** This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

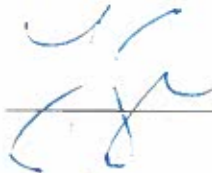
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SIGNATURE PAGE


IN WITNESSS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first above written.

EMPLOYEE:

EL PASO COUNTY WATER IMPROVEMENT
DISTRICT NO. 1:



3/21/____, 2023


_____, in capacity as *president*
of the District
3/20/23____, 2023