

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**INTERLOCAL AGREEMENT FOR CONTRIBUTION TO  
 DESIGN AND CONSTRUCTION OF MASON ROAD SIDEWALKS**

This Interlocal Agreement for Contribution for Design and Construction of the Mason Road Sidewalks (this "Agreement") is made and entered into pursuant to Texas Government Code Chapter 791, by and between Fort Bend County (the "County"), a body corporate and politic under the laws of the State of Texas acting by and through its Commissioners Court, and the Cinco Municipal Utility District No. 8 (the "District"), an entity created by an Order of the Texas Water Commission acting by and through its Board of Directors. The County and the District may be referred to herein individually as a "Party" or collectively as the "Parties".

**RECITALS:**

WHEREAS, the County is a local government as defined by the Act with authority to maintain public right of way, and as such is lawfully permitted to enter into an Interlocal Agreement; and

WHEREAS, the District has been created and organized for the purposes, among others, of protecting, preserving, and restoring the purity and sanitary condition of water within the State, and has the authority pursuant to Chapters 49 and 54 of the Texas Water Code, as amended, to finance, develop and maintain roads, parkways, greenbelts, sidewalks, trails and other recreational facilities for its residents, and as such, is lawfully permitted to enter an Interlocal Agreement; and

WHEREAS, the County desires to design and construct approximately 1,200 linear feet of sidewalk along Mason Road for an estimated cost of \$95,000.00; and

WHEREAS, the District finds the portion of Mason Road identified by the County for the addition of the sidewalk is also located within the boundaries of the District, and the contribution to fund the construction, maintenance of or improvements to such by the District is within its powers; and

WHEREAS, the Parties believe it is in their respective best interests to enter into this Agreement setting forth the terms and conditions pursuant to which the County will design and construct the sidewalk and the District will contribute to the costs of same; and

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the Parties, it is agreed as follows:

## AGREEMENT:

1. Purpose of the Agreement. The purpose of this Agreement is to outline the funding and other obligations related to the design and construction of a sidewalk measuring approximately 1,200 linear feet along Mason Road from Canyon Gate Boulevard to the driveway for Westside Church of Christ (the "Project").
2. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into this Agreement.
3. County's Rights and Obligations.
  - A. The County is responsible for the design and construction of the Project pursuant to all applicable state and federal laws.
  - B. The County shall submit reports to the District describing in sufficient detail the progress of the Project. These reports shall be submitted to the District at increments agreed to between the Parties as appropriate for the various phases of the Project. Reports received by The County from contractors detailing the progress of the Project shall suffice for the requirements of this section, so long as the County has reviewed and confirmed the accuracy of such reports.
  - C. Within fifteen (15) days of completion of the design of the Project, the County will furnish the District a request for payment with a full accounting of the actual costs of the design of the Project.
  - D. Within fifteen (15) days of completion of the construction of the Project, including completion of the final inspection thereof, the County will furnish the District a request for payment with a full accounting of the actual costs of the construction of the Project.
4. District's Rights and Obligations.
  - A. During the work on the Project, the District shall have the right to review all documents, maps, plats, records, photographs, reports and drawings affecting the construction and to inspect the work in progress, provided however, that in conducting such inspections, the District shall not interfere with the work in progress. Any deficiencies brought to the attention of the County by the District shall be promptly addressed by the County.
  - B. The District shall have the right to participate in the final inspection of the Project. At that time, any deficiencies noted by the District shall be promptly addressed by the County. Upon completion of the final inspection, and resolution of noted deficiencies, if any, the District shall notify the District in writing verifying its satisfaction of the work performed.
  - C. The District's sole obligation under this Agreement is to provide twenty-five percent (25%) of actual costs of the Project, up to an amount not to exceed

twenty-three thousand seven hundred fifty and no/100 dollars (\$23,750.00) for design and construction. The District shall have available the total maximum amount available of twenty-three thousand seven hundred fifty and no/100 dollars (\$23,750.00) specifically allocated to fully discharge any and all liabilities that may be incurred by the County for the Project.

- D. Within forty-five (45) days of the County's issuance of a request for payment of the design of the Project, and the District's receipt and acceptance of the full accounting of the funds expended on design, the District shall forward twenty-five percent (25%) of the total amount of design to the County, subject to the District's maximum amount available in accordance with Section 3. C. above.
  - E. Within forty-five (45) days of the County's issuance of a request for payment of the construction of the Project, and the District's receipt and acceptance of the full accounting of the funds expended on construction, the District shall forward twenty-five percent (25%) of the total amount of construction to the County, subject to the District's maximum amount available in accordance with Section 3. C. above.
5. Liability. The District and the District are entitled to the immunities and defenses of the Texas Tort Claims Act. Nothing in the Agreement shall be construed to waive either party's sovereign immunity. Each Party warrants and represents that it is insured under a commercial insurance policy or is self-insured for all claims falling within the Texas Tort Claims Act.
- Each Party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.
6. Maintenance. Upon completion of the Project, the District shall not be required to maintain any portions of the Project.
7. Period of the Agreement and Termination. This Agreement becomes effective on the date signed by the last Party and shall remain in effect until completion of the Project and reimbursement payable under this Agreement unless terminated earlier pursuant to the terms hereof. The County may terminate this Agreement at any time prior to design of the sidewalks, and at no cost to the District, by providing written notice of same to the District.
8. Miscellaneous.
- A. In addition to specific obligations within this Agreement, each Party generally agrees that it will perform such other acts, and execute, acknowledge, and/or deliver such other instruments, documents, and other materials as the other may reasonably request in order to achieve the intentions and objectives of this Agreement.

- B. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the following addresses:

County: Fort Bend County  
Attention: County Judge  
401 Jackson Street, 1<sup>st</sup> Floor  
Richmond, Texas 77469

With a copy to: Fort Bend County Commissioner, Precinct 3  
Attention: Commissioner  
22333 Grand Corner Drive  
Katy, Texas 77494

District: Cinco Municipal Utility District No. 8  
c/o Coats Rose, P.C.  
Attention: Cole Konopka  
9 Greenway Plaza, Suite 1100  
Houston, Texas 77046

- C. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. This Agreement may only be amended by a written instrument signed by both Parties.
- D. If any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.
- E. This Agreement shall be for the sole and exclusive benefit of the Parties and their successors and assigns and shall not be construed to confer any benefit or right upon any other party, including, without limitation, any resident of any Party.
- F. Nothing in this Agreement shall be deemed or construed as creating the relationship of principal and agent, partnership, or joint venture between the Parties, or a joint enterprise between the Parties and/or any other parties.
- G. The failure of any Party to insist, in any one or more instances, upon performance of any terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but the obligation with respect to such future performance shall continue in full force and effect.
- H. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

- I. The governing body of each Party has authorized its execution and the Agreement has been approved at a duly called and posted meeting, as applicable.

IN TESTIMONY HEREOF, the Parties have executed this Agreement in multiple counterparts.

FORT BEND COUNTY

*KP George*

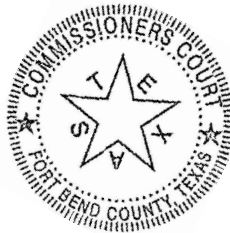
\_\_\_\_\_  
KP George, Fort Bend County Judge

Date: 9-8-2020

Attest:

*Laura Richard*

\_\_\_\_\_  
Laura Richard, County Clerk



CINCO MUNICIPAL UTILITY DISTRICT NO. 8

Douglas L Brewer  
President, Board of Directors

Date: \_\_\_\_\_

Attest:

Mal A. Faint  
Secretary, Board of Director



RESOLUTION DECLARING DEVELOPMENT STATUS  
OF DISTRICT FOR 2020 TAX YEAR

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §  
CINCO MUNICIPAL UTILITY DISTRICT NO. 8 §

WHEREAS, Senate Bill 2, adopted by the 86th Texas Legislature, Regular Session ("SB2"), among other things, amended Section 49.236, Texas Water Code, and added Sections 49.23601 through 49.23603, Texas Water Code, amending the requirements for tax hearings notices and tax rate elections for entities that operate under Chapter 49, Texas Water Code; and

WHEREAS, Section 49.23602, Texas Water Code, provides that a "developed district" is a district that has financed, completed, and issued bonds to pay for all land, works improvements, facilities, plants, equipment, and appliances necessary to serve at least 95 percent of the projected build-out of the district in accordance with the purposes for its creation or the purposes authorized by the Texas Constitution; and

WHEREAS, the Board of Directors (the "Board") of Cinco Municipal Utility District No. 8 (the "District") desires to establish the status of the District as a "developed district" for the 2020 tax year in advance of providing notice of a tax hearing under 49.236, Texas Water Code.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CINCO MUNICIPAL UTILITY DISTRICT NO. 8 THAT:

I.

The Board has conducted a review of the District and has determined the District has financed, completed, and issued bonds to pay for all land, works improvements, facilities, plants, equipment, and appliances necessary to serve at least 95 percent of the projected build-out of the District in accordance with the purposes for its creation or the purposes authorized by the Texas Constitution, Chapter 49 of the Texas Water Code or any other law.

II.

The Board hereby declares that the District is a "developed district" as defined by Section 49.23602 of the Texas Water Code for the 2020 tax year.

III.

The President or any Vice President are authorized to execute, and the Secretary or any Assistant Secretary are authorized to attest this Resolution on behalf of the Board of the District and to do any and all things necessary to carry out the intent hereof.

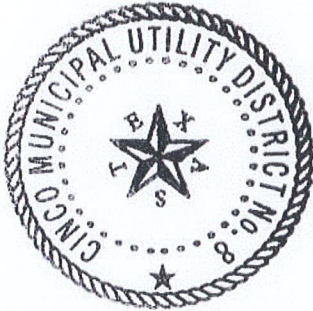
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PASSED, APPROVED AND ADOPTED this 25h day of August, 2020.

Douglas L Brewer  
President, Board of Directors

ATTEST:

Mark A. Paul  
Secretary, Board of Directors



CERTIFICATE FOR ORDER

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

We, the undersigned officers of the Board of Directors of Cinco Municipal Utility District No. 8 of Fort Bend County, Texas (the "District"), hereby certify as follows:

1. The Board of Directors of the District convened in regular session on the 25th day of August, 2020 at the regular meeting place thereof, and the roll was called of the duly constituted officers and members of the Board, to-wit:

Douglas Brewer	President
Daniel P. Coyer	Vice President
Mark Baird	Secretary/Treasurer/Investment Officer
Steven C. Haas	Assistant Secretary
Dano Lozano	Assistant Vice President and Assistant Secretary

and all of said persons were present except: NONE, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION DECLARING DEVELOPMENT STATUS OF DISTRICT FOR 2020 TAX YEAR

was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted, and, after due discussion, the motion, carrying with it the adoption of said Order prevailed and carried by the following vote:

AYES: All present  
NOES:

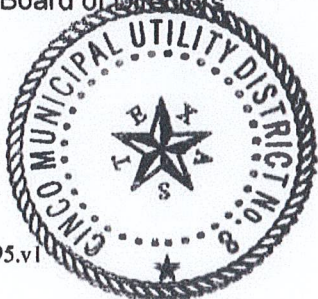
2. That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; and that said Order has been duly recorded in said Board's minutes of said meeting; that the persons named in the above and foregoing paragraph were duly chosen, qualified and acting officers and members of the Board as indicated therein, that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; that public notice of the time, place and subject of said meeting was given as required by the Texas Government Code, Section 551.043, as amended, and that the undersigned are the duly chosen, qualified and acting officers of the current Board of Directors.

SIGNED AND SEALED the 25th day of August, 2020.

Mark A. Baird  
Secretary, Board of Directors

Douglas L. Brewer  
President, Board of Directors

(SEAL)



**CINCO MUNICIPAL UTILITY DISTRICT NO. 8**  
**FORT BEND COUNTY, TEXAS**  
**AUGUST 25, 2020**

McCall Gibson Swedlund Barfoot PLLC  
Certified Public Accountants  
13100 Wortham Center Drive, Suite 235  
Houston, Texas 77065-5610

Ladies and Gentlemen:

This representation letter is provided in connection with your audit of the financial statements of Cinco Municipal Utility District No. 8, (the "District"), which comprise the respective financial position of the governmental activities and each major fund as of May 31, 2020, and the respective changes in financial position for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of August 25, 2020, the following representations made to you during your audit.

**Financial Statements**

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 23, 2017, including our responsibility for the preparation and fair presentation of the financial statements and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates are reasonable.
- 6) Related party relationships and transactions, if any, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.

- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the accounts.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the District is contingently liable, if any, have been properly recorded or disclosed.

**Information Provided**

- 11) We have provided you with:
  - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - b) Additional information that you have requested from us for the purpose of the audit.
  - c) Unrestricted access to persons within the District from whom you determined it necessary to obtain audit evidence.
  - d) Minutes of the meetings of the District or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the District and involves:
  - a) Management,
  - b) Employees who have significant roles in internal control, or
  - c) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 18) We have disclosed to you the identity of the District's related parties and all the related party relationships and transactions of which we are aware.

**Government—specific**

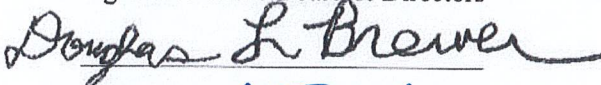
- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.

- 21) The District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 23) There are no violations or possible violations of laws and regulations, provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 24) As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved and accepted responsibility for those financial statements and related notes.
- 25) The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral, except as disclosed in the basic financial statements.
- 26) The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 27) We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
- 28) The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations, if applicable.
- 29) The financial statements properly classify all funds and activities, in accordance with GASB Statement No. 34.
- 30) All funds that meet the quantitative criteria for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 31) Components of net position (net investment in capital assets; restricted; and unrestricted), and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- 32) Provisions for uncollectible receivables have been properly identified and recorded, if applicable.
- 33) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 34) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 35) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

- 36) Deposits and investment securities are properly classified as to risk and are properly disclosed.
- 37) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 38) We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 39) We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.
- 40) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 41) With respect to the supplementary information required by the Water District Financial Management Guide,
  - a) We acknowledge our responsibility for presenting this information in accordance with the Commission's requirements, and we believe this information, including its form and content, is fairly presented in accordance with the Commission's requirements. The methods of measurement and presentation of this information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
  - b) If this information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

**CINCO MUNICIPAL UTILITY DISTRICT NO. 8**

Signatures of the Board of Directors

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CERTIFICATE FOR ORDER

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

We, the undersigned officers of the Board of Directors of Cinco Municipal Utility District No. 8 of Fort Bend County, Texas (the "District"), hereby certify as follows:

1. On 16 March 2020, Governor Greg Abbott released a statement that allows governmental bodies to conduct meetings by telephone or video conference. The Board of Directors of the District convened in regular session on the 25th day of August 2020, via teleconference, and the roll was called of the duly constituted officers and members of the Board, to wit:

Douglas Brewer	President
Daniel P. Coyer	Vice President
Mark Baird	Secretary/Treasurer/Investment Officer
Steven C. Haas	Assistant Secretary
Dano Lozano	Assistant Vice President and Assistant Secretary

**NONE**

and all of said persons were present except: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

RESOLUTION EVIDENCING REVIEW OF  
INVESTMENT POLICY AND INVESTMENT STRATEGIES


was introduced for the consideration of the Board. It was then duly moved and seconded that the Order be adopted, and, after due discussion, the motion, carrying with it the adoption of said Order prevailed and carried by the following vote:

AYES: All present  
NOES:

2. That a true, full and correct copy of the aforesaid Order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; and that said Order has been duly recorded in said Board's minutes of said meeting; that the persons named in the above and foregoing paragraph were duly chosen, qualified and acting officers and members of the Board as indicated therein, that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; that public notice of the time, place and subject of said meeting was given as required by the Texas Government Code, Section 551.043, as amended, and that the undersigned are the duly chosen, qualified and acting officers of the current Board of Directors.

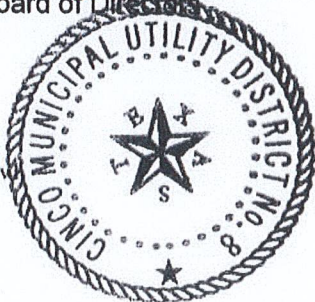
SIGNED AND SEALED the 25th day of August, 2020.

  
Secretary, Board of Directors

  
President, Board of Directors

(SEAL)

4840-2766-2280



**RESOLUTION EVIDENCING REVIEW OF  
INVESTMENT POLICY AND INVESTMENT STRATEGIES**

WHEREAS, Section 2256.005 of the Public Funds Investment Act (the "Act") requires an investing entity to review its investment policy and investment strategies not less than annually and to adopt a resolution indicating that it has reviewed the investment policy and indicating any changes thereto; and

WHEREAS, the Board of Directors (the "Board") of Cinco Municipal Utility District No. 8 (the "District") has conducted its annual review of its Investment Policy and Investment Strategies; and

WHEREAS, the Board of the District desires to evidence its review of the Investment Policy and Invest Strategies and to specify any changes authorized thereto; and

WHEREAS, the District is also required annually to review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CINCO MUNICIPAL UTILITY DISTRICT NO. 8 THAT:

1. The Board hereby adopts the brokers listed in Exhibit "A," attached hereto, as the brokers authorized to engage in investment transactions with the District.

2. The Board of the District has conducted a review of the District's Investment Policy and Investment Strategies. The Board of the District hereby finds that no changes to the Investment Policy are required at this time.

3. The Board of the District hereby finds that its Investment Strategies are in compliance with the investment objectives of the District and that no changes are necessary at this time to the Investment Strategies.

4. The President or any Vice President is authorized to execute and the Secretary or any Assistant Secretary is authorized to attest this Resolution on behalf of the Board of the District and to do any and all things necessary to carry out the intent hereof.

ADOPTED, APPROVED, AND EFFECTIVE this 25th day of August, 2020.

/s/ Doug Brewer  
President, Board of Directors

ATTEST:

/s/ Mark Baird  
Secretary, Board of Directors

(DISTRICT SEAL)

**EXHIBIT "A"**  
**LIST OF AUTHORIZED BROKER/DEALERS**

Allegiance Bank	JPMorgan Chase Bank N.A./J.P. Morgan
Amegy Bank N.A.,	Securities/JPMorgan Chase & Co.
a division of Zions Bancorporation N.A.	LOGIC (Local Gov't. Investment Cooperative)
BancorpSouth Bank	Lone Star Bank
Bank of America N.A./Merrill Lynch	Lone Star Investment Pool/First Public LLC
Bank of Texas/a division of BOKF N.A.	Moody National Bank
BBVA Compass Bank	Pioneer Bank
BOK Financial Securities, Inc./BOSC, Inc.	Prosperity Bank
Branch Banking & Trust Company (BB&T)	Raymond James Financial, Inc.
Capital One N.A.	RBC Capital Markets/RBC Investments
Central Bank	Regions Bank
Chasewood Bank	Robert W. Baird & Company, Inc.
Citibank N.A./Citigroup	Spirit of Texas Bank SSB
Comerica Bank	State Street Bank & Trust Co.
Community Bank of Texas	Texas Capital Bank N.A.
East West Bank	Texas C.L.A.S.S.
Federated Investors Inc.	Texas First Bank
First National Bank Texas/First	TexPool/TexPool Prime
Convenience Bank	Tex Star Investment Pool
Frost Bank	The Bank of New York Mellon Trust Company
Guaranty Bank & Trust	N.A.
Hancock Whitney Bank	The Independent Bankers Bank (TIB)
Heritage Bank N.A.	Third Coast Bank SSB
Hilltop Securities, Inc.	Trustmark National Bank
Iberia Bank	Wallis Bank
International Bank of Commerce (IBC	Wells Fargo Bank N.A.
Bank)	Wells Fargo Securities, LLC
	Woodforest National Bank