

Brazos Valley Groundwater Conservation District
 Comparison of Expenses - 2012-2018
 May 27, 2019

| | Actual 2012 | Actual 2013 | Actual 2014 | Actual 2015 | Actual 2016 | Actual 2017 | Actual FY 2018 | Approved Budget FY 2019 |
|--------------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------------|-------------------------------|
| Supplies | | | | | | | | |
| Computing Services /Software/Website | \$ 1,455.07 | \$3,680.27 | \$ 1,566.79 | \$ 1,984.23 | \$ 479.32 | \$ 864.37 | \$ 1,179.13 | \$ 3,500.00 |
| Office Supplies/Services | \$ 3,858.07 | \$ 3,713.50 | \$ 11,807.10 | \$ 11,884.46 | \$ 12,866.32 | \$ 13,373.11 | \$ 8,622.68 | \$ 10,000.00 |
| Postage | \$ 1,523.00 | \$ 1,315.86 | \$ 1,006.20 | \$ 936.40 | \$ 558.00 | \$ 568.20 | \$ 737.00 | \$ 1,000.00 |
| Public Education | \$ 3,093.62 | \$ 8,736.67 | \$ 8,040.31 | \$ 24,972.88 | \$ 33,429.60 | \$ 33,217.83 | \$ 36,486.22 | \$ 32,000.00 |
| Field Services | \$ 592.89 | \$ 1,264.54 | \$ 1,502.72 | \$ 2,264.57 | \$ 2,656.27 | \$ 1,831.48 | \$ 203.80 | \$ 2,000.00 |
| Miscellaneous | \$ 322.00 | \$ 359.09 | \$ 1,319.41 | \$ 1,451.80 | \$ 300.00 | \$ 600.00 | \$ 420.00 | \$ 1,000.00 |
| Subtotal | \$ 10,844.65 | \$ 19,069.93 | \$ 25,242.53 | \$ 43,494.34 | \$ 50,289.51 | \$ 50,454.99 | \$ 47,648.83 | \$ 49,500.00 |
| Professional Services | | | | | | | | |
| Legal | \$ 62,421.64 | \$ 61,253.74 | \$ 61,346.02 | \$ 62,190.10 | \$ 61,800.92 | \$ 235,382.64 | \$ 163,481.50 | \$ 125,000.00 |
| Engineering/Hydrologist | \$ 53,669.60 | \$ 52,864.84 | \$ 107,451.99 | \$ 119,180.72 | \$ 147,235.24 | \$ 118,173.17 | \$ 52,407.55 | \$ 70,000.00 |
| ArcGIS Program/hosting | \$ - | \$ 35,467.97 | \$ 26,511.60 | \$ 6,200.00 | \$ 34,708.89 | \$ 14,756.93 | \$ 7,638.13 | \$ 6,500.00 |
| Legislative Consultant | \$ 10,899.92 | \$ - | \$ - | \$ - | \$ - | \$ 40,923.46 | \$ 39,694.19 | \$ 42,500.00 |
| Audit | \$ 3,465.00 | \$ 3,465.00 | \$ 3,465.00 | \$ 3,465.00 | \$ 3,465.00 | \$ 3,465.00 | \$ 4,350.00 | \$ 4,350.00 |
| Information/Technology | \$ 3,798.00 | \$ 1,425.00 | \$ 705.00 | \$ 3,150.00 | \$ 3,975.00 | \$ 2,925.00 | \$ 4,462.50 | \$ 3,500.00 |
| Data for LeapFrog 3D model | | | | | | | \$ 15,000.00 | \$0.00 |
| Court Reporting | \$ 9,021.20 | \$ 7,499.55 | \$ 8,680.00 | \$ 8,558.44 | \$ 9,270.00 | \$ 8,066.00 | \$ 8,144.40 | \$ 8,500.00 |
| Subtotal | \$ 143,275.36 | \$ 161,976.10 | \$ 208,159.61 | \$ 202,744.26 | \$ 260,455.05 | \$ 423,692.20 | \$ 295,178.27 | \$ 260,350.00 |
| Other Services | | | | | | | | |
| Miscellaneous | \$ 3,855.88 | \$ 3,682.46 | \$ 3,553.24 | \$ 3,846.33 | \$ 4,680.69 | \$ 5,204.67 | \$ 4,870.60 | \$ 5,000.00 |
| Bonds/Liability Insurance | \$ 2,596.48 | \$ 2,895.42 | \$ 3,250.14 | \$ 3,025.24 | \$ 3,380.54 | \$ 3,732.62 | \$ 4,676.46 | \$ 4,000.00 |
| Memberships | \$ 1,043.63 | \$ 1,875.75 | \$ 1,627.75 | \$ 1,627.75 | \$ 1,743.94 | \$ 1,753.00 | \$ 1,713.00 | \$ 2,125.00 |
| Travel/Training | \$ 2,309.40 | \$ 3,199.59 | \$ 6,799.97 | \$ 4,665.85 | \$ 6,926.85 | \$ 5,904.99 | \$ 9,134.09 | \$ 10,000.00 |
| Utilities | \$ 3,361.26 | \$ 3,698.71 | \$ 3,428.94 | \$ 3,300.80 | \$ 3,326.22 | \$ 3,523.66 | \$ 3,258.51 | \$ 3,500.00 |
| Telephone/ISP/Web Hosting | \$ 5,503.88 | \$ 3,826.98 | \$ 2,890.40 | \$ 3,061.38 | \$ 3,571.94 | \$ 3,333.38 | \$ 3,545.94 | \$ 3,500.00 |
| Advertising/Meetings | \$ 3,299.69 | \$ 1,273.89 | \$ 1,424.61 | \$ 715.80 | \$ 2,136.71 | \$ 2,072.17 | \$ 196.30 | \$ 1,000.00 |

GOVERNMENT RELATIONS CONSULTING AGREEMENT

This agreement is made between Brazos Valley Groundwater Conservation District ("Brazos Valley GCD") and Heather Harward Consulting, LLC ("HHC") for the performance of government relations consulting services for Brazos Valley GCD.

Terms

1. This agreement is effective for the period from January 1, 2019, through December 31, 2019. It may be renewed and/or amended at the expiration of this contract upon the written consent of both parties.
2. HHC, by and through its employees and agents, agrees to act as an independent consultant with respect to various activities (including, but not limited to, government relations, public affairs and public relations activities) as directed by Brazos Valley GCD, relating to state government legislation and regulatory actions. The government relations representation services by HHC include but are not limited to (as directed by the General Manager): representing Brazos Valley GCD before the State of Texas government and agencies; assisting in development of Brazos Valley GCD legislative agenda; monitoring standing committee hearings and communicating relevant information to Brazos Valley GCD executive management; coordinating Brazos Valley GCD responses to legislative inquiries, advising on government/regulatory strategy; monitoring local and state issues pertinent to Brazos Valley GCD; and attending conferences and/or meetings as requested by Brazos Valley GCD. The parties acknowledge that the foregoing scope does not include proactive development and support of legislation on behalf of Brazos Valley GCD, and if Brazos Valley GCD seeks to introduce and advance through the legislative process any such legislation, the parties will amend this agreement to document such increase in scope and associated fees.
3. HHC will devote the number of hours reasonably necessary to fulfill the spirit and purpose of this contract. Notwithstanding any other term or condition of this agreement, Brazos Valley GCD specifically acknowledges that HHC has other clients and/or outside employment. Subject to the direction of the General Manager of Brazos Valley GCD as referenced in Paragraph 2 above, HHC shall have control over the time and manner of performing her duties described above, and shall make available such time as it, in her sole discretion, shall deem appropriate for the performance of her duties under this agreement.
4. Brazos Valley GCD will pay to HHC a retainer of \$3,250 for each calendar month from January 1, 2019, through December 31, 2019. The first such payment shall be due on January 1, 2019, and subsequent payments are to become due on the first day of each month thereafter, without the need for HHC to provide a written invoice.
5. HHC will bill Brazos Valley GCD for all reasonable and necessary business expenses incident to the services provided under this agreement, provided that any travel and lodging expenses and any other expenses over \$500 must be approved in advance by the General Manager of Brazos Valley GCD. Such expenses include, but are not limited to, travel on behalf of Brazos Valley GCD; meals and lodging while on travel performing services under this agreement;

entertainment of state officials (only when directly related to Brazos Valley GCD issues); and telephone, facsimile, copy, and mailing expenses directly related to Brazos Valley GCD business. HHC shall submit an invoice and appropriate documentation for each expense in accordance with IRS guidelines to Brazos Valley GCD as soon as practicable for the prior month's reasonable and necessary business expenses incurred by HHC on behalf of Brazos Valley GCD. Brazos Valley GCD shall pay these invoices within fifteen (15) days of receipt from HHC. Brazos Valley GCD acknowledges that registration and reasonable travel and lodging for the 2019 TAGD Groundwater Summit are preapproved and will be reimbursed consistent with this Section.

6. The information furnished by Brazos Valley GCD to HHC shall be treated as confidential. The parties agree that they shall not disclose or divulge this agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein and in compliance with State law.

7. HHC shall perform its services hereunder as an independent contractor and not as an employee of Brazos Valley GCD or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that HHC shall have no authority to act for, represent or bind Brazos Valley GCD or any affiliate thereof in any manner, except as may be agreed to expressly by Brazos Valley GCD from time to time. Upon notice, HHC may assign this agreement to a limited liability company or other such business entity that HHC may create and control, and Brazos Valley GCD hereby consents to such assignment.

8. The following sections shall survive expiration or termination of this agreement: 4, 5, 6, 11, and 13.

9. By executing this agreement, Brazos Valley GCD acknowledges that the representation of Brazos Valley GCD is not exclusive to the representation of other clients by HHC. As of the date of this agreement, HHC represents that no actual conflicts exist between the interests of Brazos Valley GCD and any other existing clients. To the extent that any actual or perceived conflict arises between the interests of Brazos Valley GCD and any other client or potential clients, both parties agree that HHC shall notify and consult with Brazos Valley GCD regarding any actual conflict that would affect its ability to discharge her obligations hereunder. Upon such consultation and determination of the existence of an actual conflict, HHC agrees to accord priority to the interests of Brazos Valley GCD and reject representation of any other party that would lead to a conflict unless Brazos Valley GCD consents in writing. HHC will comply with regulatory requirements applicable to legislative consultants, including requisite filings with the Texas Ethics Commission.

10. Brazos Valley GCD acknowledges and agrees that HHC does not have control over third party decision makers, and therefore HHC makes no representations, warranties or guarantees that it can achieve any particular results. HHC, however, shall act in good faith toward the performance of its duties described above.

11. IN NO EVENT SHALL HHC BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTIONS, LOSS OF REVENUE OR

PROFITS, LOST MANAGEMENT TIME, SAVINGS, DATA OR GOODWILL, OR ANY PENALTIES, FINES OR EXPENSES. HHC'S TOTAL LIABILITY ON ANY CLAIM FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER SHALL NOT EXCEED THE FEE PAID FOR THE SERVICES GIVING RISE TO THE LIABILITY. THE LIMIT OF LIABILITY APPLIES TO DAMAGES ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR NEGLIGENCE, EVEN IF SUCH LOSS OR DAMAGE WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES.

12. This contract may be terminated by either party providing written notice to the other effective on the last day of the next calendar month from the date of the notice. (Example: notice given March 18 would be effective April 31.) Brazos Valley GCD shall compensate HHC for all services rendered prior to the effective date of termination. There shall be no liquidated or consequential damages in the event of termination under this provision.

13. This contract shall be governed by the laws of the State of Texas. If any provision of this agreement shall be invalid or unenforceable for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this agreement shall not be in any way impaired.

14. This contract constitutes the entire agreement and understanding between the parties, and any amendment shall be in writing signed by both parties.

EXECUTED on this the 11th day of October, 2018.



Alan M. Day

General Manager

Brazos Valley GCD



Heather L. Harward

Founder/Consultant

Heather Harward Consulting, LLC