CONTRACT NO. 26-008-EXE
BETWEEN THE
EDWARDS AQUIFER AUTHORITY
AND
CARRIAGE HOUSE PARTNERS, LLC
FOR LEGISLATIVE CONSULTING SERVICES

This Contract is made and entered into by and between the EDWARDS AQUIFER AUTHORITY (EAA), a political subdivision of the State of Texas, with its principal place of business located at 900 E. Quincy Street, San Antonio, Texas 78215, and CARRIAGE HOUSE PARTNERS, LLC (Contractor), a Texas limited liability partnership with its principal place of business located at 1111 Guadalupe Street, Austin, Texas, 78701. Each of these entities is, at times, referred to in this Contract individually as a "Party," and both are referred to collectively as "Parties."

RECITALS

WHEREAS, the EAA was created by the Edwards Aquifer Authority Act, Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended (Act); and

WHEREAS, under Section 1.02 of the Act, the EAA is a conservation and reclamation district created by virtue of Article XVI, Section 59, Texas Constitution, and is a governmental agency and body politic and corporate vested with the full authority to exercise the powers and to perform the functions specified in the Act, and other applicable law; and

WHEREAS, under Section 1.08(a) of the Act, the EAA has all the powers, rights and privileges necessary to manage, conserve, preserve, and protect the Edwards Aquifer (Aquifer) and to increase the recharge of, and prevent the waste or pollution of water in, the Aquifer; and

WHEREAS, under Section 1.11(d)(2) of the Act, the EAA may enter into contracts; and

WHEREAS, the EAA Board of Directors (Board) approved this Contract on March 10, 2026, and authorized the EAA General Manager to execute the Contract; and

WHEREAS, under the terms of this Contract, the Contractor will provide legislative consulting services; and

WHEREAS, it is in the public interest that the EAA enter into this Contract and the EAA affirms that funds used in the execution of this Contract are derived from aquifer management use fees (user fees) and not from the levy and collection of taxes.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and agreements set forth in this Contract, the sufficiency of which is hereby acknowledged, the EAA and the Contractor agree as follows:

ARTICLE I – TERM; DESCRIPTION OF WORK

Section 1.1. Term. This Contract is effective and commences on April 1, 2026 (Effective Date), and terminates on March 31, 2028 (Expiration Date).

Section 1.2. Services. Subject to the terms and conditions of this Contract, the EAA engages the Contractor to perform, for the benefit of the EAA, the work set forth and described in this Contract and in the following documents (Services): (1) the Scope of Work which is attached hereto as Exhibit A (Scope of Work); and (2) the Budget Estimate which is attached hereto as Exhibit B (Budget Estimate). The Contractor accepts such engagement and agrees to devote its best efforts and abilities, and furnish all necessary labor, machinery, equipment, tools, and transportation necessary in furtherance thereof.

Section 1.3. Commencement and Completion of Services. All Services will be completed and delivered to the EAA by the Expiration Date and shall be completed in compliance with the schedules, budgets, descriptions and specifications contained herein and in the Exhibits attached hereto. It shall be the Contractor's responsibility to ensure that the completion times for tasks required under this Contract are met. At the sole option of the EAA, this Contract may be renewed and extended for up to two periods of two additional years each, with such election made by the EAA giving the Contractor written notice to renew and extend this Contract prior to the end of the then Contract period. Time is of the essence in the performance of this Contract.

ARTICLE II – AMENDMENTS

Section 2.1. This Contract may be amended only by written agreement of the Parties.

Section 2.2. Amendments by the General Manager. The Board delegates the authority to the General Manager to enter into amendments to this Contract without further authorization by the Board consistent with the General Manager's authority to enter into contracts under Section 5.01 of the EAA's Bylaws.

ARTICLE III – COMPENSATION

Section 3.1. Fees and Expenses. The EAA agrees to pay the Contractor for the Services rendered under this Contract in accordance with the Scope of Work and Budget Estimate, but in no event shall payments to the Contractor exceed $300,000. The Contractor may not exceed this amount and will be responsible for the payment of all of its other additional costs and expenses. The Contractor is not authorized to expend any additional funds in excess of this amount without the prior written approval from the EAA. The EAA will not be held accountable for any unauthorized work performed or funds expended by the Contractor in providing the Services.

Section 3.2. Payment. All "invoice packets" from the Contractor to the EAA for the Services for each previous month's activities shall be sent no later than the 15th day of each month beginning May 15, 2026, and shall provide an itemization of the Services rendered, costs and expenses incurred during the billing cycle. Documentation in the invoice packet must be sufficiently itemized and detailed and include invoices and/or receipts for all purchases and expenses (summary credit card charge receipts are not acceptable) to allow the EAA to clearly discern purchases made. Purchases and expenses documented with lost receipt forms are not eligible for reimbursement. Receipts without purchase details or that are not legible are not acceptable at any time. Alcohol purchases will NOT be reimbursed under any circumstances. Mileage will be reimbursed at the current IRS approved rate, if submitted. In no event will the EAA pay per-diem related expenses; expenses will be paid at cost with appropriate documentation. The monthly invoice packet will be submitted electronically in Adobe Acrobat (pdf) format via email to the Deputy General Manager at mfriberg@edwardsaquifer.org and accounting@edwardsaquifer.org. If the Contractor utilizes subcontractors (see Article V), the Contractor shall submit a Subcontractor Utilization Report with each invoice submitted to the EAA for payment. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

ARTICLE IV – INDEPENDENT CONTRACTOR

Section 4.1. No Employment Relationship. The Parties understand and agree that this Contract does not create a fiduciary relationship between them, that they are separate entities, that the Contractor is an independent contractor with respect to the performance of the Services and is not subject to the direct or continuous control or supervision of the EAA, and that nothing in this Contract is intended to make either Party a subsidiary, joint venturer, partner, employee, agent, servant or representative of the other Party for any purpose whatsoever. The Contractor shall provide any and all equipment, materials and personnel necessary for the performance of the Services. The EAA shall have no right of direction or control of the Contractor, or its employees and agents, or subcontractors, except in the results to be obtained, and in a general right to order the performance of the Services to start or stop as agreed to herein, to inspect the progress of the Services, and to receive reports. The Contractor shall accommodate reasonable requests from the EAA to allow EAA employees, agents or representatives to accompany and observe Contractor personnel, agents, and subcontractors in carrying out the Services.

ARTICLE V – CONTRACTOR PERSONNEL AND SUBCONTRACTORS

Section 5.1. Personnel. The Contractor will provide any and all personnel necessary for its performance of the Services. The Contractor will be responsible for its employees and agents in all respects, including, without limitation, their compliance with applicable laws and their safety, including without limitation, all Occupational Safety and Health Administration (OSHA) standards, requirements, and regulations. The Contractor indemnifies and holds harmless the EAA, and its directors, officers, employees and agents, from and against any claims brought by any employee, subcontractor or other agent of the Contractor relating in any way to the Services.

Section 5.2. Subcontractors. In performing the Services, the Contractor may retain and utilize as its subcontractors, those individuals identified to and approved in writing by the EAA, in advance. The EAA, in consultation with the Contractor, shall have the right to terminate, limit, or alter, at any time, the participation of any approved subcontractor utilized by the Contractor. No

additional subcontractors may be retained by the Contractor to perform any Services without the prior written consent of the EAA. The Contractor will be responsible for its subcontractors in all respects including their compliance with applicable laws and their safety, including without limitation, all OSHA standards, requirements, and regulations.

ARTICLE VI – TERMINATION

Section 6.1. Termination. The EAA may terminate this Contract at any time, including at the expiration of each budget or payment period during the term of this Contract, with or without cause, upon ten (10) days' prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by its employees, agents, or subcontractors. Insofar as possible, all work in progress will be brought to a logical termination point. Within thirty (30) days of the final invoice following termination, the EAA shall pay the Contractor all moneys then due and owing for the Services rendered, costs and expenses reasonably incurred up to the time of termination.

ARTICLE VII – OWNERSHIP OF MATERIALS

Section 7.1. Ownership. All information, documents, property, or materials produced, created, or supplied under this Contract by the Contractor, its employees, agents or subcontractors or anyone else, and whether finished or unfinished or in draft or final form, will be the property of the EAA. The EAA shall have unlimited rights to technical and other data resulting directly from the performance of the Services.

Section 7.2. Delivery of Documents upon Termination. Upon termination of this Contract under Sections 1.1 or 6.1, the Contractor will promptly deliver to the EAA all information, documents, property and materials not already in the possession of the EAA.

Section 7.3. Nondisclosure of Documents. The information, documents, property, or materials produced, created or supplied under this Contract by the Contractor, including preliminary technical reports and studies, shall not be disclosed by the Contractor to any third-party without the prior written consent of the EAA. The Contractor shall immediately advise the EAA of any requests for any such information, document, property, or materials by a third-party. The unauthorized disclosure of such information, documents, property, or materials in violation of this section shall, in the sole judgment of the EAA, constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity.

Section 7.4. Record Copies. The Contractor shall retain a record copy of all information, documents, property, or materials developed in the course of performing the Services. Upon request of the EAA, such information, documents, property, or materials will be promptly supplied to the EAA, including after the Expiration Date or the termination of this Contract under Section 6.1. The EAA will reimburse the Contractor for actual cost of time and expenses of reproduction of such materials when requested.

ARTICLE VIII – NON-PERFORMANCE

Section 8.1. The Contractor warrants that it will perform all Services in a good and workmanlike manner, strictly in accordance with the standards of the Contractor's profession, the

Scope of Work, and as otherwise provided in this Contract and the Exhibits hereto. The Contractor's failure to timely perform the Services as warranted and agreed shall constitute a breach of this Contract and shall be subject to all applicable remedies at law or equity. Judgment of nonperformance shall rest solely with the EAA.

ARTICLE IX – LIQUIDATED DAMAGES

THIS ARTICLE LEFT BLANK

ARTICLE X – BOND COVERAGE

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ARTICLE XI – INSURANCE

Section 11.1. Insurance Coverages. During the term of this Contract, the Contractor shall obtain and maintain in effect, at Contractor's expense, appropriate insurance policies protecting the Contractor and the EAA, and their respective directors, officers, employees and agents, against any loss, liability, personal injury, death, property damage or any expense arising out of the performance of the Services, including, without limitation: (1) worker's compensation insurance in compliance with applicable state law; (2) comprehensive general liability insurance, insuring against property damage, personal injury and death, in an amount of no less than $1,000,000.00 per occurrence; and (3) umbrella liability insurance in an amount of no less than $1,000,000.00. Said insurance policies shall be with insurance carriers licensed to do business in Texas. The Contractor shall be responsible for requiring that its subcontractors carry and maintain adequate insurance coverage and shall promptly provide written evidence of such to the EAA.

Section 11.2. Additional Insureds. The Contractor shall name the EAA and its directors, officers, employees, and agents as "additional insureds" on all of the insurance policies specified in Subsection 11.1 above, or with respect to the worker's compensation insurance, contain waivers of subrogation by Contractor and the insurance carrier in favor of the EAA. Not later than the date of receipt of the written notice to proceed under Section 1.3, the Contractor must provide the EAA with certificates of insurance to be issued directly to the EAA by the Contractor's insurance agent, identifying the specified coverage. The Contractor, through its agent of record, shall notify the EAA of any changes in coverages within thirty (30) days prior to any effective date of change.

Section 11.3. No limitations. Contractor's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance that may be maintained by the EAA, nor shall Contractor's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 12.2.

ARTICLE XII – ASSUMPTION OF RISK AND INDEMNIFICATION

Section 12.1. Risk. The Contractor shall assume all risks associated with the Contractor's or its subcontractors' performance under this Contract and shall waive any claim against the EAA and its directors, officers, employees and agents for damages arising out of the performance of the Services.

Section 12.2. Indemnification. The Contractor shall defend, indemnify and hold harmless the EAA, and its directors, officers, employees and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs and attorney's fees of litigation or any other proceeding arising from: (a) contracts or any other arrangements between the Contractor and any third parties entered into to perform the Services, (b) any claims brought by any person relating to this Contract or the Services, or (c) the quality or the performance of the Services.

ARTICLE XIII – NOTICES

Section 13.1. Notices to the EAA. All notices or communications under this Contract to be mailed or delivered to the EAA shall be in writing and shall be sent to the EAA's principal place of business as follows, unless and until the Contractor is otherwise notified:

EDWARDS AQUIFER AUTHORITY
ATTENTION: Shelly Hendrix, Controller/Sr. Director of Finance
900 E. Quincy Street
San Antonio, Texas 78215
contracting@edwardsaquifer.org

Section 13.2. Notices to the Contractor. All notices or communications under this Contract to be mailed or delivered to the Contractor shall be in writing and shall be sent to the address of the Contractor as follows, unless and until the EAA is otherwise notified:

CARRIAGE HOUSE PARTNERS
ATTENTION: Gavin Massingill
P.O. Box 1583
Austin, Texas 78767
gavin@gavinmassingill.com

Section 13.3. Effective Date of Notice. Any notices or communications required to be given in writing by one Party to the other shall be considered as having been given to the addressee on the date the notice of communication is posted by the sending Party. Electronic notices shall be deemed delivered as of the stamp date generated by the receiving Party's system.

ARTICLE XIV – MISCELLANEOUS

Section 14.1. Entire Agreement. This Contract and the attached Exhibits constitute the entire agreement between the Parties regarding the Services to be performed by the Contractor and there are no representations, warranties, agreements or commitments between the Parties except as set forth herein. Unless otherwise authorized herein, no amendments or additions to this Contract shall be binding on the Parties unless in writing and signed by the Parties.

Section 14.2. Non-Waiver. No delay or failure by either Party to exercise any right under this Contract, nor any partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Section 14.3. Headings. Headings in this Contract are for convenience only and shall not be used to interpret or construe its provisions.

Section 14.4. Governing Law. This Contract shall be deemed to have been executed and performed in the State of Texas and shall be construed in accordance with and governed by the laws of the State of Texas. Venue for any disputes or claims arising from this Contract shall be exclusively in the proper courts in Bexar County, Texas.

Section 14.5. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 14.6. Binding Effect. The provisions of this Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that the Contractor may not assign any of its rights nor delegate any of its duties hereunder without the EAA's prior written consent.

Section 14.7. Validity. The invalidity of any provision or provisions of this Contract shall not affect any other provision of this Contract, which shall remain in full force and effect, nor shall the invalidity of a portion of any provision of this Contract affect the balance of such provision.

Section 14.8. Non-Waiver of Immunity. Nothing in this Contract is intended as any waiver by the EAA of any immunity from suit to which it is entitled under Texas law.

Section 14.9. Survival. Termination of this Contract for breach shall not constitute a waiver of any rights or remedies available at law or in equity to a Party to redress such breach. All remedies, either under this Contract or at law or in equity or otherwise available to a Party, are cumulative and not alternative and may be exercised or pursued separately or collectively in any order, sequence or combination. In addition, to these provisions, applicable provisions of this Contract shall survive any termination of this Contract.

Section 14.10. Attachments. The Exhibits, schedules and/or other documents attached, referred to in this Contract, are incorporated in and made a part of this Contract for all purposes. As used herein, the expression "Contract" means the body of this Contract and such Exhibits, schedules and/or other documents attached, and the expressions "herein," "hereof," and "hereunder" and other words of similar import refer to this Contract and such exhibits, schedules and/or other documents as a whole and not to any particular part or subdivision thereof.

Section 14.11. Costs. If any legal action, or any other proceeding is brought by a Party for the enforcement of this Contract or because of an alleged breach or default of this Contract, the prevailing Party shall be entitled to recover reasonable costs incurred, including but not limited to, the attorney's fees arising from such action or proceeding in addition to any other relief to which the prevailing Party may be entitled.

Section 14.12. Authority to Contract. Each Party represents and warrants for the benefit of the other Party that: (1) it has the legal authority to enter into this Contract; (2) this Contract has been duly approved and executed; (3) no other authorizations or approvals are or will be necessary in order to approve this Contract and to enable that Party to enter into and comply with the terms and conditions of this Contract; (4) the person executing this Contract on behalf of each Party has the authority to bind that Party; and (5) the Party is empowered by law to execute any other

agreement or documents and to give such other approvals, in writing or otherwise, as are or may hereafter be required to implement and comply with this Contract.

Section 14.13. Officers or Agents. No officer or agent of the Parties is authorized to waive or modify any provision of this Contract. No amendment to or rescission of this Contract may be made except by a written document signed by the Parties' authorized representatives.

Section 14.14. Intentionally left blank.

Section 14.15. Contract as Offer. Time is of the essence in this Contract and the EAA requires strict compliance with the times for performance set forth herein. The delivery of this Contract by the EAA to the Contractor constitutes an offer to pay the Contractor, pursuant to the terms and conditions of this Contract, for the Services rendered hereunder. Unless the Contractor signs and returns this Contract to the EAA, in accordance with Article XIII above and within 15 days from the date the EAA delivers this Contract to the Contractor, the offer will lapse and become null and void.

IN WITNESS WHEREOF, this Contract is executed as of the day and date specified in Section 1.1.

EDWARDS AQUIFER AUTHORITY

By:_____
Roland Ruiz
General Manager

CARRIAGE HOUSE PARTNERS, LLC

By:_____
Gavin Massingill
Partner

ATTEST:

By:_____
Jennifer Wong-Esparza
Assistant to the Board Secretary

APPROVED AS TO FORM:

_____
Deborah Trejo
Legal Counsel
Edwards Aquifer Authority

EXHIBIT A
SCOPE OF WORK

The Contractor shall provide legislative consulting services at the state, federal, and on occasion, local levels for the EAA, on matters including, but not limited to, local government, water resources and environmental and natural resources issues, and will only perform work expressly authorized by the EAA General Manager, or as directed by the EAA Board.

The Contractor shall adhere to Section 5.09 of the EAA Bylaws (Guidelines for Selecting and Managing Legislative Consultants), including the performance of the following actions:

- The Contractor shall forward all communications pertaining to work assignments through the EAA General Manager.

- The Contractor shall provide updates to the appropriate EAA Committee and EAA Board, as requested.

- For periods of time not during the legislative session, the Contractor will submit a monthly report to the EAA Board describing the activities and other actions taken during the previous month.

The Contractor shall be readily accessible at all times, including weekends, during the legislative session. For periods of time not during the legislative session, the Contractor shall be accessible at a minimum, during reasonable business hours. In addition, the Contractor shall be available for and, if requested, will attend all Legislative Committee and/or all EAA Board Meetings.

The Contractor shall assume responsibility for continued representation of the EAA without any conflicts of interest, and shall perform such representation within the laws of the State of Texas and the United Sates of America.

The Contractor shall be responsible for preparation of and filing of all applicable activity reports with the Texas Ethics Commission, and other appropriate entities as needed.

EXHIBIT B
BUDGET ESTIMATE

CONSIDERATION:

The EAA agrees to pay the Contractor as follows:

$12,500 per month, payable on the 1st day of the month during the Contract period.