

AGREEMENT
BY AND BETWEEN
EDWARDS AQUIFER AUTHORITY, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the Edwards Aquifer Authority (the *Investor*) will have from time to time money available for investment (*Investable Funds*) and Valley View Consulting, L.L.C. (*Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This agreement is made and is effective on the 1st day of July, 2018.

2. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective. The Advisor agrees to act within the guidelines of the Investor's Investment Policy and Investment Strategy Statement, as it may be amended from time to time, while transacting business on behalf of the Investor.

3. The Advisor agrees to provide professional services as requested by the Investor while adhering to the rules and regulations of Securities and Exchange Commission-registered investment advisors. Pursuant to the provisions of Section 9.08 of the Investor's Investment Policy and Investment Strategy Statement, the Advisor agrees that at all times during the term of this agreement it shall be registered with the Securities and Exchange Commission or with the State Securities Board of the State of Texas, and that if such is not the case, for any reason, that the Advisor will give immediate written notice to the Investor of such lack of registration.

4. The Advisor, if so requested, is prepared to perform the following duties:

- a. Assist the Investor in developing cash flow projections;
- b. Suggest appropriate investment strategies to achieve the Investor's objectives;
- c. Advise the Investor on market conditions, general information and economic data;
- d. Analyze risk/return relationships between various investment alternatives;
- e. Attend periodic meetings as requested by the Investor;
- f. Assist in the selection, purchase and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments;
- g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable rules and regulations;
- h. Assist the Investor in creating investment reports in compliance with any applicable law, rule or regulation and the Investor's Investment Policy;

- i. Provide the Investor with monthly investment portfolio accounting information, and
- j. Assist the Investor in selecting a primary depository services financial institution.

5. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto;
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections;
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information;
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor; and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

6. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker/dealer, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian, except in the case of the Advisor's gross negligence or willful misconduct. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

7. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all reasonable expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

8. This Agreement shall remain in effect until June 30, 2020. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services actually provided and reasonable expenses actually incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing

obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

9. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

10. The Advisor shall not assign this Agreement without the express written consent of the Investor.

11. Investor acknowledges that:

1. ____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
2. ____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
3. X Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the Edwards Aquifer Authority, in San Antonio, Texas, where it shall be performed.

By: _____
Roland Ruiz
General Manager

Date: _____

APPENDIX A

PROFESSIONAL FEES

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be based on the following tiered formula applied to average quarter end portfolio book value:

The first \$20,000,000 = 0.07% annually (or 0.0175% per quarter)

From \$20,000,001 to \$40,000,000 = 0.055% annually (or 0.01375% per quarter)

Over \$40,000,000 = 0.045% annually (or 0.01125% per quarter)

The fiscal year annual maximum fee shall be \$25,000.00.

Said fee shall be calculated and payable at the end of each investment quarter.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards, and such agreement will be documented in writing signed by both Investor and Investment Provider.

The Investor will be billed at the end of each investment quarter an amount which will include a fee calculated on the above schedule as well as itemized reasonable costs, expenses, and travel expenses, where applicable, incurred in performance of these duties. The Investor may incur additional transactional expenses in the execution of its investment strategy. The Advisor will assist the Investor in minimizing all such additional transactional expenses or any other normal business expenses that might be incurred, by the Investor, in the management of its funds.

Travel and business expenses for special meetings or requests of the Investor will be reimbursed by the Investor to the Advisor, but only to the extent any such expenses have been pre-approved by the Investor. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other services requested by the Investor will include appropriate fees and expenses as mutually agreed to by the Investor and the Advisor at the time of request and will be agreed to in writing signed by both Investor and Advisor.

Although none are anticipated, any other fees retained by Advisor in the performance of its duties shall be disclosed to the Investor and subject to Investor's prior written approval.