

Riceland Consulting, LLC

1115 San Jacinto Blvd, Suite 110

Austin, TX 78701

rlcook80@gmail.com

979-758-4233

December 28, 2022

Post Oak Savannah Groundwater Conservation District
Attn: Gary Westbrook
General Manager
310 East Avenue C
Milano, Texas 76556

Re: State of Texas Government Relations

Dear Gary:

This letter (this "Agreement") is a government relations agreement between Riceland Consulting, LLC (the "Firm") and Post Oak Savannah Groundwater Conservation District ("Client") with regard to the Firm's representation as described below.

1. Scope of Services. Client retains the Firm to provide state government relations services before the Texas legislature, and administrative agencies (collectively, the "Services"). The Services shall include, without limitation:

a. Assistance in passing legislation. The Firm will assist with the drafting, introduction, and passage of state legislative initiatives desired by Client, including but not limited to, recommending to Client sponsors of legislation, and making contact, as appropriate, with any persons that might have a material impact on such legislation.

b. Strategic advising. The Firm will monitor and provide continuing strategic advice concerning legislation, both the bills Client seeks to pass, and those Client seeks to amend and/or defeat.

c. Assistance in amending and/or defeating legislation. Should detrimental proposed legislation be introduced, or proposed detrimental legislation encountered, the Firm will discuss options with Client and help Client decide as to how to handle the situation.

d. Coordination with Client allies. The Firm will work with Client's legislative allies, including associations, groups, companies, and individuals, to promote Client's interests.

e. Assistance with meetings. The Firm will assist in arranging meetings between Client and key legislators, executive officials, and staff to promote Client's interests.

f. Monitor hearings. The Firm will monitor, on an ongoing basis, all relevant committees, and interim committees.

g. Assist with administrative agencies. The Firm will assist Client as directed with contacts and lobbying Texas administrative agencies.

h. Advise on political issues. The Firm will advise Client on various political issues, including staying involved and up-to-date on legislative and statewide races.

The Firm's professionals will work under the direction of Client and its executive leadership. The firm will not hire subcontractors without consent of the Client.

2. Fixed Fee. In consideration of the provision of Services, Client shall pay the Firm a fixed fee of \$4,000 per month (the "Fee"). The Firm will invoice Client monthly in arrears for the Fee. Payment will be due thirty days upon receipt of invoice. Unless agreed to in advance, the Firm will not bill Client for any expenses incurred during the Term.

3. Term. This Agreement shall commence January 1, 2023 and shall terminate December 31, 2023. Either Party may terminate this agreement without cause by sixty (60) days written notice to the other party.

4. Option to renew. This agreement can be renewed upon agreement of both parties.

5. Compliance with laws. The Firm shall comply with all local, state, and federal laws and regulations applicable to the Services to be provided

under this Agreement, including, but not limited to, all laws and regulations pertaining to campaign finance, lobbying, services performed by public officials, and gifts to public servants. The Firm shall be responsible for making all filings required of it related to the Services.

6. Conflicts. Texas ethics laws require that a registrant decline any proffered employment or discontinue multiple employment, if the exercise of the registrant's independent judgment on behalf of a client will be, or is likely to be, adversely affected by the employment or continued multiple employment. If a potential conflict arises with respect to the professional services required by this Agreement, the Firm will immediately make full disclosure to Client of the possible effects of the representation of the other party that gives rise to the potential conflict. Following such disclosure by the Firm, Client will notify the Firm within three (3) business days if it believes that representation of the other party would result in a potential conflict with the professional services required by this Agreement. Any such Client notification to the Firm will indicate whether Client consents to the other representation notwithstanding such potential conflict.

7. Entire agreement. This Agreement is an offer to provide services to Post Oak Savannah Groundwater Conservation District. Upon acceptance, this Agreement will constitute the entire understanding and agreement between the parties as to the subject matter hereof, and supersedes all other prior and contemporaneous discussions, correspondence, agreements, and understandings of the parties. This Agreement may not be modified except by an agreement in writing executed by each party hereto.

If you accept this Agreement, please date, and execute a counterpart of the Agreement in the space below and return to me a fully executed counterpart for our files.

Sincerely,

Robert L. "Robby" Cook, III, Principal
Riceland Consulting, LLC
1115 San Jacinto Blvd
Suite 110
Austin, TX 78701

ACCEPTED and AGREED

Post Oak Savannah Groundwater Conservation District

By: _____
Gary Westbrook

Date: _____, 2023