



June 17, 2002

Brigid Shea & Associates

Attn.: Brigid Shea
2604 Geraghty Ave.
Austin, TX 78757

Enclosed is your copy of the original contract for environmental leadership consulting services for LCRA.

Services furnished in accordance with terms and conditions of contract, thereby voiding the terms and conditions on the reverse side of the PO.

Actual charges will be submitted to Project Manager Paul Thornhill for review and acceptance.

Order placed for Project Manager Paul Thornhill (512) 473-3233
Purchasing Agent: Rosann Bateman (512) 473-4035
Contract Coordinator Beverly Mendez (512) 473-3333 Ext. 2069

Distribution: Vendor, PO#19903, Project Manager, Contract Coordinator.

Invoices should include the PO number and should be submitted to:

Lower Colorado River Authority
Accounts Payable Department (S500)
PO Box 679000
Austin, Texas 78767-9000
(512) 473-4070 Fax

Should you need additional information, please do not hesitate to give Corporate Purchasing a call at (512) 473-4035.

Sincerely,

Rosann Bateman
Rosann Bateman
Purchasing Agent

Enclosure (1)

cc: [Redacted]
Paul Thornhill (H300)
Beverly Mendez (H219)
Purchasing (S225)

00046401

149069

CONSULTANT SERVICES CONTRACT

Environmental Leadership

This is a Contract between the Lower Colorado River Authority (the "LCRA") and Brigid Shea & Associates ("Consultant"), collectively referred to as the "Parties" for the Consultant Services described in this Contract, for and in consideration of the payment terms and performance obligations described.

1. Services to be Provided.

(a). The Work, services to be performed, and the relationships between the parties involved in performing the Work are described fully in the Scope of Work and Fees attached and incorporated as Exhibit A.

(b). This Contract is for a single project with multiple parts. Additional projects or tasks cannot be authorized pursuant to this Contract without an amendment or change order.

2. Fees and Terms of Payment. The billing rates and payment terms for Consultant and support personnel shall not exceed \$ 48,000 without an amendment to this Contract. Reimbursement rates shall not exceed the limits set in Exhibit A. Consultant shall invoice LCRA on a monthly basis. Invoices at minimum shall identify services performed by hours and task. Payment shall be made within thirty days of receipt of invoice. Invoices may not be submitted more frequently than monthly.

3. Term. This Contract is effective as of the date of the last signature below, and subject to the terms of this Contract, ends September 2003.

4. Contract Documents.

- Exhibit A. Scope of Work and Fees.
- Exhibit B. LCRA Board Policy #206
- Exhibit C. Consultants Insurance Certificate

5. General Terms and Conditions

(a). Independent Contractor. Consultant shall perform the work as an independent contractor and shall control the manner and means of performing the work subject only to LCRA's right to inspect and oversee the work to ensure that it is generally performed in accordance with the accepted Quotation, specifications and other requirements of the Contract.

(b). Compliance with All Laws. Consultant shall comply with all federal, State, and local laws, and all standards, rules, administrative agency regulations, and orders issued pursuant to such laws and regulations.

(c). Licenses and Permits. Consultant shall procure at its own expense all licenses and permits necessary to perform the work (except for such permits as may be provided by LCRA if explicitly set forth in the technical specifications). Consultant shall give due and adequate notices to those in control of all properties, which may be affected by its operations.

(d). Inspection of Site. Consultant, by accepting a contract, represents that it has, by careful examination, satisfied itself as to the nature and location of the work, the physical and environmental conditions, the character of equipment needed before and during the performance of the work, the general and local conditions, the facilities available, and all other matters which can in any way affect the work under this Contract.

(e). INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY.

(1). CONSULTANT WARRANTS THAT MATERIALS AND WORK PRODUCTS TO BE USED OR DELIVERED TO LCRA UNDER THIS AGREEMENT WILL NOT INFRINGE ON ANY PATENT, TRADEMARK, SERVICEMARK OR COPYRIGHT.

(2). CONSULTANT SHALL, AT CONSULTANT'S EXPENSE, DEFEND ANY SUITS OR PROCEEDINGS BROUGHT AGAINST LCRA BASED ON A CLAIM THAT CONSULTANT'S USE OR DELIVERY OF ANY DESIGN, PROCESS, METHODOLOGY, SOFTWARE, DATABASE, DOCUMENT, PUBLICATION OR ANY OTHER ITEM INFRINGES ON A PATENT, TRADEMARK, SERVICEMARK OR COPYRIGHT. SHOULD ANY SUCH ITEM BE ADJUDGED INFRINGING, CONSULTANT SHALL PAY ALL DAMAGES, FEES, COSTS AND EXPENSES AWARDED AGAINST LCRA, SHOULD ITS USE BE ENJOINED, CONSULTANT SHALL, AT CONSULTANT'S EXPENSE, OBTAIN FOR LCRA THE RIGHT TO CONTINUE USING IT, REPLACE IT WITH A NONINFRINGING EQUIVALENT, OR MODIFY IT SO THAT IT BECOMES NONINFRINGING.

(f). INDEMNITY. CONSULTANT AGREES TO INDEMNIFY AND HOLD HARMLESS LCRA AND ITS DIRECTORS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION, JUDGMENTS AND COSTS THEREOF ON ACCOUNT OF ANY DAMAGE TO PROPERTY OR INJURY TO OR DEATH OF ANY PERSON, INCLUDING PROPERTY AND EMPLOYEES OF LCRA, DIRECTLY OR INDIRECTLY ARISING OUT OF OR CAUSED BY ANY NEGLIGENT ACT OR OMISSION OR WILLFUL MISCONDUCT OF CONSULTANT, ITS AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, SUPPLIERS, OR THEIR AGENTS, SERVANTS, OR EMPLOYEES.

(g). WARRANTY. CONSULTANT WARRANTS TO LCRA THAT ALL SERVICES PROVIDED HEREUNDER WILL BE PERFORMED WITH CARE, SKILL AND DILIGENCE, IN ACCORDANCE WITH THE APPLICABLE PROFESSIONAL STANDARDS CURRENTLY RECOGNIZED BY SUCH PROFESSIONS, AND CONSULTANT SHALL BE RESPONSIBLE FOR THE PROFESSIONAL QUALITY, TECHNICAL ACCURACY, COMPLETENESS AND COORDINATION OF ALL REPORTS, DESIGNS AND DRAWINGS WHICH MAY BE REQUIRED IN CONNECTION WITH SUCH SERVICES. UPON NOTIFICATION OF SUB-STANDARD SERVICES CONSULTANT WILL RE-PERFORM THE SERVICES AT NO ADDITIONAL COST TO LCRA AND SHALL REIMBURSE THE LCRA FOR ANY ADDITIONAL COSTS THAT MAY BE INCURRED BY THE LCRA AS A RESULT OF RELIANCE BY THE LCRA OR ANY OF ITS CONSULTANTS OR SUB-CONSULTANTS FOR SUCH SERVICES. THIS WARRANTY SHALL BE EFFECTIVE FOR A PERIOD OF ONE YEAR FROM LCRA'S ACCEPTANCE OF THE WORK.

(h). Insurance. Consultant shall obtain and maintain at least the insurance coverage specified below on an occurrence-basis and shall provide to LCRA an insurance certificate listing the coverage before starting work on any LCRA property. The coverage shall not be construed as establishing or limiting Consultant's liability under the indemnity provision. LCRA shall be listed as an "additional named insured" on all policies other than the Workers Compensation policy. Consultant's failure to maintain the required insurance coverage at any time during the contract period may be grounds for LCRA to suspend the Contract and withhold payment until insurance coverage is satisfactory:

<u>Type of Insurance</u>	<u>Minimum Coverage</u>
(1.) <u>Workers' Compensation</u>	Not Applicable
Coverage A -	statutory
Coverage B -	\$500,000 employer's liability
(2.) <u>Automobile Liability</u>	
(including owned or leased vehicles and heavy equipment)	
Bodily Injury	\$ 300,000 per occurrence
Property Damage	\$ 100,000 per occurrence

(3.) Professional Liability. Consultants Professional Liability Insurance shall pay on behalf of the insured all sums which the insured may become legally obligated to pay as damages by reason of any negligent act, error, or omission committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs, or specifications prepared by insured. The Consultant shall provide for a discovery period on professional liability policies that is commensurate with the applicable limitation of action periods, or for not less than twenty-four (24) months following completion of services under this Contract, whichever is longer. Minimum coverage shall be \$100,000 per occurrence.

(4.) The automobile liability coverage shall apply to both owned and leased vehicles. Before work begins, a certificate of all required insurance shall be filed with Project Manager of LCRA.

(5.) Consultant's Insurance carrier(s) shall notify LCRA of cancellation, nonrenewal, or modification which reduces coverage limits below the contract minimums or removes LCRA as an additional named insured of any of Consultant's insurance coverages, including Worker's Compensation. If Commercial General Liability Insurance is provided, the carrier shall notify LCRA of reductions in aggregate limits below the contract minimums caused by other claims on the policy. The deductible portion of each coverage limit shall not exceed 10% of the respective coverage limit.

(6.) CONSULTANT WAIVES SUBROGATION RIGHTS OF ITS INSURANCE CARRIER AND ITS SUCCESSORS AND ASSIGNS AGAINST LCRA. IT'S BOARD OF DIRECTORS, INDIVIDUAL BOARD MEMBERS AND EMPLOYEES OF THE LCRA.

(7). CONSULTANT'S LIABILITY TO LCRA FOR THE INDEMNITY COMMITMENT OR FOR OTHER INJURY, LOSS OR DAMAGE ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT IS NOT LIMITED TO SUCH INSURANCE COVERAGES AND AMOUNTS.

(i). Ownership of Work Product.

(1). The Consultant agrees that such items as plans, drawings, photographs, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products which are specified to be delivered pursuant to this Contract and which are paid for by LCRA are subject to the rights of the LCRA in effect at the time of execution of this Contract. These rights include, but are not limited to the right to use, duplicate and disclose such items, in whole or in part, in any manner and for any purpose whatsoever and to allow others to do so. If an item produced by Consultant is copyrightable, the Consultant may copyright it, subject however to the rights of the LCRA. LCRA reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. The Consultant shall include in its subcontractor and subconsultant contracts, appropriate provisions to achieve the purposes set out here.

(2). All such items furnished or produced by Consultant pursuant to this Contract are considered instruments of services in respect of the projects. **THE CONSULTANT DOES NOT REPRESENT OR WARRANT SUCH ITEMS TO BE SUITABLE FOR REUSE ON ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE.**

(j). Environmental.

(1). Consultant is solely responsible for all costs incurred for any spills or leaks caused by Consultant or its subcontractors or subconsultants while on LCRA's job site during performance of, or in connection with performance of the Work. LCRA shall be responsible for all notifications required by and federal, state, or local law or regulation. Consultant shall be responsible for all costs incurred to contain, remediate, and restore the site of the spill according to applicable state and federal laws and regulations, and if on LCRA's property, according to LCRA's requirements. Consultant shall immediately notify the Site Supervisor, Project Manager and the Facility Environmental Manger with the nature and location of the spill. Consultant shall provide a written report to LCRA whose representative shall identify the substance, quantity released, location of the spill, and perform clean up and remediation activities. If the spill occurs off the LCRA's property, then the Consultant shall also notify the LCRA of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to LCRA within 24 hours after the incident. Follow-up reports shall be provided to LCRA weekly until remediation efforts have been completed and the spill has been properly remediated.

(2). CONSULTANT SHALL BE LIABLE FOR, AND AGREES TO INDEMNIFY AND HOLD LCRA HARMLESS FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS, AND ATTORNEY'S FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES BY CONSULTANT, ITS SUBCONTRACTORS, AND/OR SUBCONSULTANTS.

(k). Equal Opportunity in Employment Policy.

(1). During performance of this Contract occurring on LCRA's property, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. It will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age, or national origin. Such action shall include, but shall not be limited to, the following: employment upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. It agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by an appropriate agency of the federal government setting forth the requirements of this Equal Opportunity Clause.

(2). Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant for employment pursuant to this Contract, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, or national origin.

6. **Ethics.** Consultant agrees to conduct its business with LCRA in conformity with sound business and ethical practices as required by LCRA's Board Policy No. 206 (Exhibit B) and shall not offer benefits or gratuities in any form that could be construed as an attempt to influence LCRA's conduct of business. Violation of this policy shall constitute a material breach of the Contract and shall permit LCRA, at its option, to cancel the Contract without incurring liability.
7. **Safety.** All parts of this Contract shall be performed in strict accordance with the safety requirements of applicable codes and statutes, federal, state, and local requirements, and the best industry practice. Consultant is fully obligated in its procedures for the safety of its jobsite personnel, equipment, and properties involved in this project, including Consultant's subcontractors, LCRA's employees, and visitors.
8. **Suspension.** LCRA shall have the right at any time prior to completion of the work to suspend all or any part of the work upon written notice to Consultant. Upon such suspension, LCRA shall pay to Consultant the difference between the value of the work performed and the sum of the payments made prior to the date of suspension unless suspension is invoked pursuant to a failure to maintain insurance coverage pursuant to the insurance requirements of the General Terms and Conditions. In the event of a breach of the insurance coverage requirements, all payments to Consultant will also be suspended. In all other cases of suspension, services and payments shall cease during the period of

suspension. When directed by LCRA to resume the suspended work, Consultant and LCRA shall establish the schedule for completion of the work.

9. **Termination for Convenience.** LCRA may, for its convenience, terminate this Contract at any time by giving ten (10) days written notice to Consultant. In such event, LCRA shall assume all obligations, commitments, and claims that Consultant may have in good faith undertaken or incurred in connection with the work, and LCRA shall pay Consultant the charges incurred for the work performed up to the date of termination, less any amounts previously paid to Consultant, plus a reasonable termination charge to be mutually agreed to between LCRA and Consultant.
10. **Termination for Default.** Without prejudice to any other right or remedy, this contract may be canceled by LCRA for a material default of Consultant if such default is not cured within fifteen (15) days following written notice from LCRA in accordance with the Notices procedure in the Contract.
11. **Force Majeure.** Neither party shall be held to a default in the performance of its obligations to the extent that the performance is prevented or delayed by a *Force Majeure* condition existing or in the foreseeable future. *Force Majeure* events shall include but not be limited to riot, insurrection, embargo, fire, explosion, action of the elements, epidemic war, sabotage, earthquake, flood, strike, act of any Government office or agency (civil or military), unlawful act of third parties, or any other cause which is beyond the reasonable control of the party.
12. **Assignment Prohibited.** Consultant understands that it cannot assign this Contract, and any attempt to do so without the written consent of the LCRA shall be void.
13. **Conflict of Interest.** Unless expressly approved in the initial Contract, any Contractor participating in the design or specifications for equipment or services shall be ineligible for participation in any agreement for construction or supply of such equipment or services.
14. **Changes to Contract.** LCRA may direct reasonable changes in the work by making alterations, additions, or deletions, without invalidating the Contract. All changes in the work shall be agreed to in writing by written Change Order prior to implementation of the change and shall be performed under the terms, conditions, and specifications of the original Contract.
15. **Notices.** All notices or other communications required under this Contract may be effected either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

LCRA: Paul Thornhill
Executive Manager
Water Services
Lower Colorado River Authority

Consultant: Brigid Shea
2604 Geraghty Ave
Austin, Texas 78757

P.O. Box 220, H300
Austin, TX 78703

16. **Failure to Act.** No action or failure to act by either party shall be a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute a breach of this Contract, except as specifically agreed to in writing.
17. **Third Party Beneficiaries.** There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.
18. **Mitigation of Damages.** In all cases the Party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or cost.
19. **Dispute Resolution.** The parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Contract and prior to the initiation of any litigation, the parties will voluntarily submit the dispute to the Travis County Dispute Resolution Center for resolution by mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 1986). No record, evidence, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by either party. The requirements of the Governmental Dispute Resolution Act, Government Code, Chapter 2009, shall apply as appropriate.
20. **Litigation.** In the event that litigation results from or as a result of this Contract, venue for all actions shall be in a state court of competent jurisdiction in Travis County, Texas. The substantive law applicable to such litigation shall be that of the State of Texas.
21. **Severability.** This Contract is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Contract if it can be given effect without the invalid parts.
22. **Franchise Tax Certification.** Consultant, if it is a corporation chartered pursuant to the Business Corporation Act, hereby represents and certifies that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code. Making a false statement as to corporate tax status is a material breach of this Contract.
23. **Confidentiality.** The Project and Work commissioned by this Contract are sensitive and confidential for business reasons. Consultant agrees to take the utmost care and precaution in protecting the information of the LCRA from disclosure in any form. Consultant agrees that no release of information may be made except as required by law or expressly authorized by the LCRA.

24. **Complete Contract.** This Contract together with the Contract Documents represents and contains the entire agreement and understanding between the Parties with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings. No representations, warranty, condition, understanding or agreement of any kind with respect to the subject matter of this Contract shall be relied upon by the Parties unless incorporated into this Contract. This Contract may not be amended or modified except by a writing executed both by an authorized representative of the Consultant and by an authorized representative of the LCRA.

Executed in duplicate originals by the undersigned to become effective on the date of the last signature.

For the Lower Colorado River Authority:

6/17/02
Date:

Yvonne Davis for
Yvonne Davis
Manager of Corporate Purchasing

For Consultant:

5-24-02
Date:

Brigid Shea
(Signature)
Brigid Shea
(Name)

Exhibit A

TO: Paul Thornhill
FR: Brigid Shea
RE: Environmental Leadership Consulting Proposal
DT: April 17, 2002

LCRA Environmental Leadership Proposal

Background

Central Texas will see some of the most significant growth in the nation over the next ten to twenty years, according to state and national demographic analyses. Two of the main drivers of growth are the I-35 corridor and the Colorado River. The LCRA is uniquely positioned to have a positive impact on how that growth occurs and must respond to protect its own interests. Without clear and sustained leadership on this issue the regional consequences for LCRA are severe: declining water reserves, degraded water quality and sedimentation of flood control reservoirs, as well as a decline in political effectiveness. It is imperative that LCRA create, disseminate and support a practical vision for sustainable growth in Central Texas and the Colorado watershed.

Goals

- Establish LCRA as a genuine environmental leader
- Improve relationships with local community and environmental groups
- Provide needed technical assistance on growth management
- Avoid costly legal battles and community unrest over growth issues or LCRA's activities

Deliverables of Consultant:

- cultivation and recruitment of potential allies;
- development of "sustainable vision", including strategies and programs for environmental protection, community support;
- refinement of message;
- assistance with public communication on the issues;
- on-going strategic & policy advice as issues evolve

Budget:

Sixteen month retainer of \$3,000 a month from 5-02 to 9-03 with option to renew.

Exhibit B

**LCRA BOARD POLICY
206 - ETHICS
September 20, 2000**

206.10 PURPOSE

The purpose of this policy is to provide guidance to the LCRA Board of Directors (Directors) and employees regarding standards of ethical conduct and conflicts of interest.

206.20 POLICY

206.201 Ethical Standards of Conduct. LCRA directors and employees must conduct themselves so as to bring continuing respect to LCRA, and avoid any questionable conduct that could bring discredit to LCRA. In accordance with state law, no director or employee should:

- A. Accept or solicit any gift, favor, or service that might reasonably tend to influence him in the discharge of his official duties, or that he knows or should know is being offered to him with the intent to influence his official conduct;
- B. Accept or solicit employment or engage in any business or professional activity which he might reasonably expect would require or induce him to disclose confidential information acquired by reason of his official position;
- C. Accept or solicit other employment or compensation which could reasonably be expected to impair his independence of judgment in the performance of his official duties;
- D. Make personal investments which could reasonably be expected to create substantial conflicts between his private interest and the public interest;
- E. Intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his official powers or performed his official duties in favor of another; or
- F. Misapply or misuse LCRA property, services, or personnel for personal benefit.

206.202 Conflicts of Interest. Directors and employees will avoid conflicts of interest and conduct themselves so as to avoid even the appearance of conflicts of interest in the discharge of their official duties.

Directors: Before any vote or decision on a business entity or real property in which a director has a substantial interest, a director will publicly disclose the interest during a meeting of the Board, file a completed affidavit (available from the General Counsel) with the Secretary of the Board, and abstain from further participation in the matter if:

- A. The action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
- B. It is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property that is distinguishable from its effect on the public.

Employees: A conflict of interest exists when an employee's personal interests (whether due to considerations of economic benefit, family relationships, personal friendships, or otherwise) may affect his or her judgment in performing the employee's LCRA duties. In the event that an employee has an apparent or actual conflict of interest involving a business entity seeking to do or doing business with the LCRA, the employee must 1) notify an immediate supervisor in writing, and 2) avoid any participation in recommendations or approvals of any business transaction with the business entity.

206.203 Annual Financial Statements. The general manager and each member of the board of directors will file an annual financial statement with the Texas Ethics Commission in accordance with Tex. Government Code, Chapter 572.

206.204 Vendors and Contractors. Vendors and Contractors are expected to comply with this policy in conducting business with LCRA. LCRA staff will provide a copy of this policy to all such vendors and contractors.

206.205 General Manager Authority. The general manager is authorized to develop and enforce codes of ethical conduct applicable to employees, which codes may be more restrictive than this policy or state law.

206.206 Constitutional Limits on Donations. LCRA will not give away public funds, property, or services in violation of Article III, Section 52, of the Texas Constitution.

206.30 AUTHORITY

Texas Local Government Code, Chapter 171.
Texas Government Code, Chapter 572
Texas Penal Code, Chapters 36 and 39.
LCRA Bylaws, Sec. 2.01.
30 Tex. Admin. Code, Chapter 292.

EFFECTIVE: August 1987, Amended October 18, 1990, March 19, 1992, September 22, 1994, and September 20, 2000.

Exhibit C

PLUS, Inc.

New Address:

P.O. Box 2105
Austin, Texas 78767-2105

New Phone: 512.474.0404 WATS: 1.800.880.1019
New FAX: 512.474.0505

INSURANCE BINDER

We are pleased to confirm, acting upon your instructions, insurance coverage has been bound as indicated.

Producer: USI Insurance Services of Texas, Inc./Austin; Commercial
1946 South IH-35, Suite 301
Austin, TX 78704-3644
Attn: Jim Jimmerson

Insured: Brigid Shea & Associates
609 Davis Street
Austin, TX 78701

Coverage: Miscellaneous Professional Liability

Insurer: Royal Surplus Lines Insurance Company

Effective: 8/4/2001 **Expiration :** 8/4/2002 **Policy No.** [REDACTED]
Multi-Year Exp. Date:

Limit: \$100,000.00 / \$100,000.00 Each Claim/Aggregate

Deductible: \$2,500.00 Each Claim

Special Conditions: Terms as quoted and agreed.

Subject to original of application and no loss letter.

Subject To:	Premium:	\$1,750.00
	Policy Fee:	\$200.00
	Stamping Fee:	\$4.88
	State Tax:	\$94.58
	TOTAL:	<u>\$2,049.46</u>

This Binder is a temporary Contract of Insurance, issued as Evidence of Insurance until the Policy can be issued. This Binder is cancelled when replaced by the Policy. The Insurance is subject to the terms, conditions and limitations of the Policy.

Issue Date: 8/10/2001 **Authorized Representative:**

Steph D. Sprowls

149063

GEICO

Phone Number: 1-800-841-3000

GEICO GENERAL INSURANCE COMPANY
4201 Spring Valley Road Dallas, TX 75244-3694

TEXAS Policy Identification Card

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

	Year/Make/Model/Vehicle Identification Number	
Policy Number: [REDACTED]	88 TOYOTA	COROLLA [REDACTED]
Effective Date: 03-07-02	91 DODGE	GR CARA LE [REDACTED]
Expiration Date: 09-07-02		

M BRIGID SHEA
609 DAVIS ST
AUSTIN TX 78701-4212

Operator(s):
M SHEA
JOHN UMPHRESS

Agent: Not Applicable

149069

GEICO GENERAL INSURANCE COMPANY

POLICY NUMBER: 401-36-44

DATE ISSUED: 07-19-01

PAGE 2

**OWNED AUTO
OR TRAILER**

CLASS **RATED STATE**

38 TOYOTA	[REDACTED]	1B	TX
91 DODGE	[REDACTED]	1B	TX

COVERAGES <small>coverage applies where a premium or 0.00 is shown the vehicle</small>	LIMITS OR DEDUCTIBLES	PREMIUMS		
		VEH 1	VEH 2	VEH 3
LIABILITY COVERAGE				
BODILY INJURY LIABILITY				
EACH PERSON/EACH ACCIDENT	\$300,000/\$300,000	85.00	85.00	
PROPERTY DAMAGE LIABILITY	\$100,000	116.00	116.00	
UNINSURED/UNDERINSURED MOTORISTS COVERAGE				
BODILY INJURY LIABILITY				
EACH PERSON/EACH ACCIDENT	\$25,000/\$50,000	23.00	23.00	
PROPERTY DAMAGE - \$250 DED				
EACH ACCIDENT	\$15,000	6.00	6.00	
EMERGENCY ROAD SERVICE		6.60	6.60	

236.60

SIX MONTH PREMIUM PER VEHICLE	\$ 236.60	\$ 236.60
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OUR PREMIUMS ARE BASED ON THE FOLLOWING DISCOUNTS AND/OR SURCHARGES:

DISCOUNTS: MULTI-CAR (VEH 1,2)

473.20

LIENHOLDER VEHICLE 1

LIENHOLDER VEHICLE 2

LIENHOLDER VEHICLE 3

UNSURED COPY

1-DP

149069



Purchase Order

CHANGE ORDER - REPRINT

LCRA Business Unit
 3700 Lake Austin Blvd
 Austin TX 78703
 USA

Purchase Order 1LCRA- 19903	Date 06/14/2002	Revision 2-	Page 1
Payment Terms N30	Freight Terms Destination	Ship Via Best Way	
Buyer: Oppermann, Eddie		Currency Code: USD	

Ship To: JOB SITE
 FOR DELIVERY
 SEE COMMENTS TX
 USA

Vendor: XXXXXXXXXX
 BRIGID SHEA & ASSOCIATES
 2604 GERAGHTY AVENUE
 AUSTIN TX 78757
 USA

Bill To: Accounts Payable Department
 Fax 512-473-4070
 P O Box 679000
 Austin TX 78767-9000
 USA

Tax Exempt? **Y** Tax Exempt ID: XXXXXXXXXX

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	ENVIRONMENTAL LEADERSHIP CONSULTING SERVICES	1.00	EA	48,000.0000	48,000.00	05/15/2002
Schedule Total					48,000.00	

Services furnished in accordance with Contract, thereby voiding the terms and conditions on the reverse side of the PO.

Actual charges will be submitted to Project Manager Paul Thornhill for review and acceptance.
 Vendor Note: PO Number must be on all invoices submitted for payment.

Change Order No. 1 prepared due to correction of distribution by quantity - no change to dollar amount or scope. 06/04/03 - EC
 Order placed for Project Manager Paul Thornhill (512) 473-3233
 Purchasing Agent: Elizabeth Corey (512) 473-4035
 Contract Coordinator Beverly Mendez (512) 473-3333 Ext. 2069
 Distribution: Vendor, PO#19903, Project Manager, Beverly Mendez

Item Total 48,000.00

2 - 1	PROVIDE ADDITIONAL STAFF RESOURCES NEEDED TO COMPLETE TASK ASSIGNED FOR LCRA LEADERSHIP INITIATIVE	1.00	EA	7,200.0000	7,200.00	05/28/2003
Schedule Total					7,200.00	

 PER CHANGE ORDER NO. 1 REQUEST MEMO (DATED 5-2-03) FROM SHERRI KUHL.

***** LCRA BOARD AGENDA - MAY 2003 *****

- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE SUBJECT CONTRACT -

***** AMOUNT SHOWN IS A NOT TO EXCEED COST *****

CONTRACT COORDINATOR: BEVERLY MENDEZ

Item Total 7,200.00

3 - 1	ADDITIONAL PROFESSIONAL CONSULTING SERVICES TO SUPPORT ENVIRONMENTAL
-------	--

SEE CONTRACT FOR SIGNATURE AUTHORIZATION. PURCHASE ORDER EQUIPMENT AND AMOUNT SHOWN ON FACE OF PURCHASE ORDER IS FOR INTERNAL BUDGET PURPOSES ONLY.



Purchase Order

LCRA Business Unit
 3700 Lake Austin Blvd
 Austin TX 78703
 USA

Purchase Order 1LCRA-0000019903	Date 06/14/2002	Revision	Page 1
Payment Terms N30	Freight Terms Destination	Ship Via Best Way	
Buyer: Bateman, Rosann	Currency Code:		USD

Ship To: JOB SITE
 FOR DELIVERY
 SEE COMMENTS TX
 USA

Vendor: [REDACTED]
 BRIGID SHEA & ASSOCIATES
 2604 GERAGHTY AVENUE
 AUSTIN TX 78757
 USA

Bill To: Accounts Payable Department
 P O Box 679000
 Austin TX 78767-9000
 USA

Tax Exempt? Y Tax Exempt ID: [REDACTED]

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	ENVIRONMENTAL LEADERSHIP CONSULTING SERVICES	1.00	EA	48,000.00000	48,000.00	05/15/2002
Schedule Total					48,000.00	

Item Total 48,000.00

Services furnished in accordance with Contract, thereby voiding the terms and conditions on the reverse side of the PO.

Actual charges will be submitted to Project Manager Paul Thornhill for review and acceptance.

Order placed for Project Manager Paul Thornhill (512) 473-3233
 Purchasing Agent: Rosann Bateman (512) 473-4035
 Contract Coordinator Beverly Mendez (512) 473-3333 Ext. 2069

Distribution: Vendor, PO#19903, Project Manager, Contract Coordinator.

Invoices should include the PO number and should be submitted to:

Lower Colorado River Authority
 Accounts Payable Department (S500)
 PO Box 679000
 Austin, Texas 78767-9000
 (512) 473-4070 Fax

Total PO Amount 48,000.00

SEE CONTRACT FOR
 SIGNATURE
 AUTHORIZATION.
 PURCHASE ORDER
 DOCUMENT AND AMOUNT
 AUTHORIZED SIGNATURE / Date
 PURCHASE PRICE OF
 INTEREST IS FOR
 PURCHASE ONLY.



LCRA
 3700 Lake Austin Blvd
 Austin TX 78703
 United States

Vendor: [REDACTED]
 BRIGID SHEA & ASSOCIATES
 2604 GERAGHTY AVENUE
 AUSTIN TX 78757
 Fax:

Purchase Order

CHANGE ORDER - REPRINT

Dispatch via Print

Purchase Order	Date	Revision	Page
19903	06/14/2002	2 - 09/15/2003	1
Payment Terms	Freight Terms	Ship Via	
N30	Destination	Best Way	
Buyer	Phone	Currency	
Eddie Oppermann		USD	

Ship To: JOBSITE
 United States

Bill To: Fax 512-473-4070
 P O Box 679000
 Austin TX 78767-9000
 United States

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	ENVIRONMENTAL LEADERSHIP CONSULTING SERVICES	M	1.00 EA	48,000.00	48,000.00	05/15/2002

Schedule Total 48,000.00

Services furnished in accordance with Contract, thereby voiding the terms and conditions on the reverse side of the PO.

Actual charges will be submitted to Project Manager Sherri Kuhl for review and acceptance.
 Vendor Note: PO Number must be on all invoices submitted for payment.

Change Order No. 1 prepared due to correction of distribution by quantity - no change to dollar amount or scope.
 06/04/03 - EC
 Order placed for Project Manager Paul Thornhill (512) 473-3233
 Purchasing Agent: Elizabeth Corey (512) 473-4035
 Contract Coordinator Beverly Mendez (512) 473-3333 Ext. 2069
 Distribution: Vendor, PO#19903, Project Manager, Beverly Mendez

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
2- 1	PROVIDE ADDITIONAL STAFF RESOURCES NEEDED TO COMPLETE TASK ASSIGNED FOR LCRA LEADERSHIP INITIATIVE	M	1.00 EA	7,200.00	7,200.00	05/28/2003

Item Total 48,000.00

Schedule Total 7,200.00

 PER CHANGE ORDER NO. 1 REQUEST MEMO (DATED 5-2-03) FROM SHERRI KUHL.

 ***** LCRA BOARD AGENDA - MAY 2003 *****

- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE SUBJECT CONTRACT -
 ***** AMOUNT SHOWN IS A NOT TO EXCEED COST *****
 CONTRACT COORDINATOR: BEVERLY MENDEZ

Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
3- 1	ADDITIONAL PROFESSIONAL CONSULTING SERVICES TO SUPPORT ENVIRONMENTAL EFFORTS OF THE LCRA. 12 MONTH EXTENSION CHANGE ORDER #2	M	1.00 EA	50,000.00	50,000.00	09/30/2003

Item Total 7,200.00

Schedule Total 50,000.00

 PER CHANGE ORDER NO. 2 REQUEST MEMO (DATED 7-29-03) FROM SHERRI KUHL.

 ***** LCRA BOARD AGENDA - AUGUST 2003 *****

- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE SUBJECT CONTRACT -

Authorized Signature



LCRA
 3700 Lake Austin Blvd
 Austin TX 78703
 United States

Vendor: [REDACTED]
 BRIGID SHEA & ASSOCIATES
 2604 GERAGHTY AVENUE
 AUSTIN TX 78757
 Fax:

Purchase Order

CHANGE ORDER - REPRINT

Dispatch via Print

Purchase Order 19903	Date 06/14/2002	Revision 2 - 09/15/2003	Page 2
Payment Terms N30	Freight Terms Destination	Ship Via Best Way	
Buyer Eddie Oppermann	Phone	Currency USD	

Ship To: JOBSITE
 United States

Bill To: Fax 512-473-4070
 P O Box 679000
 Austin TX 78767-9000
 United States

Tax Exempt? Y **Tax Exempt ID:** [REDACTED] **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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***** AMOUNT SHOWN IS A NOT TO EXCEED COST *****

CONTRACT COORDINATOR: BEVERLY MENDEZ

Item Total 50,000.00

INTENDED USE: EXTENED CONTRACT 1 YEAR, CHANGE ORDER #2.
 PURCHASE ORDER NO: 19903..

New Contract term is extended thru September 31, 2004 per the attached.

Total PO Amount 105,200.00

Authorized Signature



LCRA Business Unit
 3700 Lake Austin Blvd
 Austin TX 78703
 USA

Purchase Order

CHANGE ORDER - REPRINT

Purchase Order 1LCRA- 19903	Date 06/14/2002	Revision 1- 06/04/2003	Page 1
Payment Terms N30	Freight Terms Destination	Ship Via Best Way	
Buyer: Corey,Elizabeth		Currency Code: USD	

Ship To: JOB SITE
 FOR DELIVERY
 SEE COMMENTS TX
 USA

Vendor: XXXXXXXXXX
 BRIGID SHEA & ASSOCIATES
 2604 GERAGHTY AVENUE
 AUSTIN TX 78757
 USA

Bill To: Accounts Payable Department
 Fax 512-473-4070
 P O Box 679000
 Austin TX 78767-9000
 USA

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	ENVIRONMENTAL LEADERSHIP CONSULTING SERVICES	1.00	EA	48,000.0000	48,000.00	05/15/2002
Schedule Total					48,000.00	

Services furnished in accordance with Contract, thereby voiding the terms and conditions on the reverse side of the PO.

Actual charges will be submitted to Project Manager Paul Thornhill for review and acceptance.
 Vendor Note: PO Number must be on all invoices submitted for payment.

Change Order No. 1 prepared due to correction of distribution by quantity - no change to dollar amount or scope. 06/04/03 - EC

Order placed for Project Manager Paul Thornhill (512) 473-3233
 Purchasing Agent: Elizabeth Corey (512) 473-4035
 Contract Coordinator Beverly Mendez (512) 473-3333 Ext. 2069
 Distribution: Vendor, PO#19903, Project Manager, Beverly Mendez

		Item Total			48,000.00	
2 - 1	PROVIDE ADDITIONAL STAFF RESOURCES NEEDED TO COMPLETE TASK ASSIGNED FOR LCRA LEADERSHIP INITIATIVE	1.00	EA	7,200.0000	7,200.00	05/28/2003
Schedule Total					7,200.00	

 PER CHANGE ORDER NO. 1 REQUEST MEMO (DATED 5-2-03) FROM SHERRI KUHL.

***** LCRA BOARD AGENDA - MAY 2003 *****

- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE SUBJECT CONTRACT -

***** AMOUNT SHOWN IS A NOT TO EXCEED COST *****

CONTRACT COORDINATOR: BEVERLY MENDEZ

Item Total 7,200.00

SEE CONTRACT FOR SIGNATURE AUTHORIZATION.
Authorized PURCHASE ORDER DOCUMENT AND AMOUNT SHOWN ON FACE OF PURCHASE ORDER IS FOR INTERNAL BUDGET PURPOSES ONLY.



TO PURCHASING

May 2, 2003

TO: Edward L. Oppermann, Purchasing Agent
Corporate Purchasing Department

FROM: Sherri Kuhl, SK

SUBJECT: Change Order Request to Purchase Order #19903
Brigid Shea & Associates

This contract provides for environmental leadership consulting services through September 3, 2003 for LCRA. In order to produce project deliverables within the contract term, additional funds are needed to secure an added staff person to assist with completion of the following: the joint position paper for the resolution of the 290 waterline project, assistance with the Travis/Hays Counties Regional Plan, and development of the concept for an Environmental Advisory Panel for the LCRA Environmental Leadership Initiative. We are requesting that \$7,200 be added to the contract to support the costs of a consultant to provide logistical and planning support to assist Ms. Shea in completing the projects outlined above. The \$7,200 being requested provides for approximately 144 hours of additional assistance at an hourly rate of \$50 for the remainder of the contract term.

Recap:	Original contract (6/02)	\$48,000
	Change Order #1 (5/03)	<u>\$ 7,200</u>
	Total	\$55,200

QUERY1

Dollars Spent - Run 4-30-03						
Remit Vndr	Name	Account	Pmt Reference	Method	Payment Date	Amount
	BRIGID SHEA & ASSOCIATES	LCHK	0000181039	CHK	2002-07-05	3,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000182363	CHK	2002-07-26	3,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000189800	CHK	2002-11-25	6,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000191322	CHK	2002-12-19	6,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000199038	CHK	2003-04-25	9,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000199329	CHK	2003-05-01	3,000.00
Total						30,000.00

2
 574
 50
 1200
 1021

QUERY1

DOLLARS SPENT WITH VENDOR IN LAST THREE YEARS						
AUGUST 2003 BOARD PO ITEM						
7/31/03						
Remit Vndr	Name	Account	Pmt Reference	Method	Payment Date	Amount
	BRIGID SHEA & ASSOCIATES	LCHK	0000181039	CHK	2002-07-05	3,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000182363	CHK	2002-07-26	3,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000189800	CHK	2002-11-25	6,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000191322	CHK	2002-12-19	6,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000199038	CHK	2003-04-25	9,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000199329	CHK	2003-05-01	3,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000199686	CHK	2003-05-06	3,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000202960	CHK	2003-06-26	3,000.00
	BRIGID SHEA & ASSOCIATES	LCHK	0000205220	CHK	2003-08-01	3,000.00
Total						\$39,000.00



July 29, 2003

TO PURCHASING
ED 8/1/03
KW

TO: Edward L. Oppermann, Purchasing Agent
FROM: Sherri Kuhl, Corporate Environmental Services
SUBJECT: Change Order #2, PO# 19903
Brigid Shea & Associates

I would like to request that we extend the time period on the contract with Brigid Shea & Associates for one additional year from September 2003 to September 2004. Brigid Shea was selected to perform the duties at hand due to her highly unique leadership and expertise on environmental issues in Travis County and Central Texas. This extension will provide additional resources for logistical and planning support on the Travis/Hays Counties Regional Planning effort currently underway. Additional support will also be needed expound on our environmental leadership foundation value. Please extend the contract for one additional year and a not to exceed amount of \$50,000.00. Thank you and let me know if you need additional information.

Recap:	Original Contract (6/02)	\$ 48,000
	Change Order #1 (5/03)	\$ 7,200
	Change Order #2 (8/03)	\$ 50,000
	Total	\$105,200

Authorize:


Paul Thornhill, Deputy General Manager
Water and Environmental Services

7/31/03
Date



July 29, 2003

TO: Edward L. Oppermann, Purchasing Agent
FROM: Sherri Kuhl, Corporate Environmental Services
SUBJECT: Change Order #2, PO# 19903
Brigid Shea & Associates

I would like to request that we extend the time period on the contract with Brigid Shea & Associates for one additional year from September 2003 to September 2004. Brigid Shea was selected to perform the duties at hand due to her highly unique leadership and expertise on environmental issues in Travis County and Central Texas. This extension will provide additional resources for logistical and planning support on the Travis/Hays Counties Regional Planning effort currently underway. Additional support will also be needed expound on our environmental leadership foundation value. Please extend the contract for one additional year and a not to exceed amount of \$50,000.00. Thank you and let me know if you need additional information.

Recap:	Original Contract (6/02)	\$ 48,000
	Change Order #1 (5/03)	\$ 7,200
	Change Order #2 (8/03)	\$ 50,000
	Total	<u>\$105,200</u>

Authorize:



Paul Thornhill, Deputy General Manager
Water and Environmental Services

8/5/03
Date



LCRA Business Unit
 3700 Lake Austin Blvd
 Austin TX 78703
 USA

Purchase Order
CHANGE ORDER - REPRINT

Purchase Order 1LCRA- 19903	Date 06/14/2002	Revision 2- 09/15/2003	Page 2
Payment Terms N30	Freight Terms Destination	Ship Via Best Way	
Buyer: Oppermann, Eddie		Currency Code: USD	

Ship To: JOB SITE
 FOR DELIVERY
 SEE COMMENTS TX
 USA

Vendor: XXXXXXXXXX
 BRIGID SHEA & ASSOCIATES
 2604 GERAGHTY AVENUE
 AUSTIN TX 78757
 USA

Bill To: Accounts Payable Department
 Fax 512-473-4070
 P O Box 679000
 Austin TX 78767-9000
 USA

Line-Schd Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
	EFFORTS OF THE LCRA. 12 MONTH EXTENSION CHANGE ORDER #2	1.00	EA	50,000.00000	50,000.00	09/30/2003
Schedule Total					50,000.00	

Tax Exempt? **Y** Tax Exempt ID: XXXXXXXXXX

 PER CHANGE ORDER NO. 2 REQUEST MEMO (DATED 7-29-03) FROM SHERRI KUHL.

 ***** LCRA BOARD AGENDA - AUGUST 2003 *****
 - ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE SUBJECT CONTRACT -
 ***** AMOUNT SHOWN IS A NOT TO EXCEED COST *****
 CONTRACT COORDINATOR: BEVERLY MENDEZ

Item Total 50,000.00

Total PO Amount 105,200.00

**SEE CONTRACT FOR
 SIGNATURE
 AUTHORIZATION.
 PURCHASE ORDER
 DOCUMENT AND AMOUNT
 SHOWN ON THE
 FACE OF
 PURCHASE ORDER IS FOR
 INTERNAL BUDGET
 PURPOSES ONLY.**



September 22, 2003

Brigid Shea
Brigid Shea & Associates
2604 Geraghty Avenue
Austin, Texas 78757

Re: Consultant Services Contract Amendment No. 2, Purchase Order #19903

Dear Ms. Shea:

Enclosed is your original executed amendment extending the term of our consultant services agreement. This amendment adds \$50,000 for a not to exceed total contract amount of 105,200. Should you have any questions or if I may be of assistance please do not hesitate to contact me at 473-3333 extension 2069.

Sincerely,

A handwritten signature in black ink, appearing to read "Beverly R. Mendez", written in a cursive style.

Beverly R. Mendez
Contracts Coordinator
Purchasing Services

enclosure

CONSULTANT SERVICES CONTRACT

Environmental Leadership Services

Amendment No. 2

The contract and agreement made and entered on June 17, 2002 between the Lower Colorado River Authority and Brigid Shea & Associates is hereby emended as follows:

1. Amend Section III., "Term". Extend the contract term for this agreement from September, 2003 to expire on September 31, 2004.
2. Amend Section II, "Fees and Terms of Payment". Not to exceed amount of \$55,200 is amended to reflect a not to exceed amount of \$105,200.
3. All other terms and conditions of the agreement shall remain in effect.

IN WITNESS WHEREOF the parties hereto cause this Contract and Agreement to be dully executed in duplicate.

LOWER COLORADO RIVER AUTHORITY

BRIGID SHEA & ASSOCIATES

By: Edward L. Oppermann

By: Brigid Shea

Name: Yvonne Davis

Name: Brigid Shea

^{for}
Title: Manager, Corporate Purchasing

Title: President

Date: 9-17-03

Date: 9/10/03



893

Water Services

TO: Yvonne Davis, Manager
Corporate Purchasing

DATE: May 10, 2002

SUBJECT: Departure Memo
Sole Source Contract to Brigid Shea

PURCHASING DEPT.
L.C.R.A.

02 MAY 15 PM 2: 16

RECEIVED

Water Services recommends a sole source selection and contract with Brigid Shea, a leading environmental expert in Travis County and Central Texas. Ms. Shea's knowledge of local environmental issues; her overall environmental knowledge; her participation and leadership in environmental issues within this area; her prior position as a council member of the City of Austin City Council; and her past and ongoing relationships and memberships in various environmental and community organizations, all make Ms. Shea a unique resource available to LCRA and Water Services.

Ms. Shea's expertise will be used in a number of ways:

- To foster a better vision of environmental leadership in water and wastewater utilities as well as river management issues
- To improve relationships with stakeholders in the local community as well as environmental groups
- To provide technical assistance on growth management issues
- To facilitate communication of LCRA issues to community organizations and individuals to reduce the likelihood of protracted controversial or legal battles

We have negotiated a monthly retainer of \$3,000 for a period of 16 months (not to exceed \$48,000 in aggregate) as an appropriate fee schedule for Ms. Shea's advice and involvement with River Services, Water and Wastewater Utility staff and community stakeholders. This arrangement can be terminated by giving a ten-day written notice at any time by either party. Should you have any questions please contact me at extension 3233.

Paul D. Thornhill
Paul D. Thornhill, Executive Manager
Water Services

5/14/02
Date

Approve:
Yvonne Davis
Yvonne Davis, Manager

6/17/02
Date

refer to attached additional information

149063

MEMO

TO: Paul Thornhill

FR: Brigid Shea

RE: Environmental Leadership Consulting Proposal

DT: April 17, 2002

LCRA Environmental Leadership Proposal**Background**

Central Texas will see some of the most significant growth in the nation over the next ten to twenty years, according to state and national demographic analyses. Two of the main drivers of growth are the I-35 corridor and the Colorado River. The LCRA is uniquely positioned to have a positive impact on how that growth occurs and must respond to protect its own interests. Without clear and sustained leadership on this issue the regional consequences for LCRA are severe: declining water reserves, degraded water quality and sedimentation of flood control reservoirs, as well as a decline in political effectiveness. It is imperative that LCRA create, disseminate and support a practical vision for sustainable growth in Central Texas and the Colorado watershed.

Goals

- Establish LCRA as a genuine environmental leader
- Improve relationships with local community and environmental groups
- Provide needed technical assistance on growth management
- Avoid costly legal battles and community unrest over growth issues or LCRA's activities

Deliverables of Consultant:

- cultivation and recruitment of potential allies;
- development of "sustainable vision", including strategies and programs for environmental protection, community support;
- refinement of message;
- assistance with public communication on the issues;
- on-going strategic & policy advice as issues evolve

Budget:

Sixteen month retainer of \$3,000 a month from 5-02 to 9-03 with option to renew.



Report ID: APY2000

PeopleSoft Accounts Payable
SUMMARY PAYMENT HISTORY BY VENDOR

Page No. 1
Run Date 2/8/2012
Run Time 10:40:59 AM

From: Jan/01/2000 To: Feb/08/2012

Remit Vendor: 1LCRA [REDACTED]

Payment Currency: USD

Bank Account: [REDACTED]

Payment Ref	Date	Handling	Status	Remit to	Pay Cycle	Seq	Payment Amount	Document Sequence
0000181039	Jul/05/2002	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	747	3,000.00 USD	Jul/03/2002
0000182363	Jul/26/2002	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	762	3,000.00 USD	Jul/25/2002
0000189800	Nov/25/2002	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	847	6,000.00 USD	Nov/22/2002
0000191322	Dec/19/2002	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	866	6,000.00 USD	Dec/18/2002



Report ID: APY2000

PeopleSoft Accounts Payable
SUMMARY PAYMENT HISTORY BY VENDOR

Page No. 2
Run Date 2/8/2012
Run Time 10:40:59 AM

From: Jan/01/2000 To: Feb/08/2012

Remit Vendor: 1LCRA [REDACTED]

Payment Currency: USD

Bank Account: [REDACTED]

Payment Ref	Date	Handling	Status	Remit to	Pay Cycle	Seq	Payment Amount	Document Sequence
0000199038	Apr/25/2003	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	952	9,000.00 USD	Apr/24/2003
0000199329	May/01/2003	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	956	3,000.00 USD	Apr/30/2003
0000199686	May/06/2003	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	959	3,000.00 USD	May/05/2003
0000202960	Jun/26/2003	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	995	3,000.00 USD	Jun/25/2003



Report ID: APY2000

PeopleSoft Accounts Payable
SUMMARY PAYMENT HISTORY BY VENDOR

Page No. 3
Run Date 2/8/2012
Run Time 10:40:59 AM

From: Jan/01/2000 To: Feb/08/2012

Remit Vendor: 1LCRA [REDACTED]

Payment Currency: USD

Bank Account: [REDACTED]

Payment Ref	Date	Handling	Status	Remit to	Pay Cycle	Seq	Payment Amount	Document Sequence
0000205220	Aug/01/2003	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,020	3,000.00 USD	Jul/31/2003
0000210539	Oct/31/2003	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,089	6,000.00 USD	
0000212598	Dec/05/2003	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,112	3,000.00 USD	
0000212883	Dec/10/2003	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,115	10,300.00 USD	



Report ID: APY2000

PeopleSoft Accounts Payable
SUMMARY PAYMENT HISTORY BY VENDOR

Page No. 4
Run Date 2/8/2012
Run Time 10:40:59 AM

From: Jan/01/2000 To: Feb/08/2012

Remit Vendor: 1LCRA [REDACTED]

Payment Currency: USD

Bank Account: [REDACTED]

Payment Ref	Date	Handling	Status	Remit to	Pay Cycle	Seq	Payment Amount	Document Sequence
0000214386	Jan/05/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,130	7,250.00 USD	
0000215743	Jan/29/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,147	3,700.00 USD	
0000216624	Feb/12/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,157	3,600.00 USD	
0000220544	Apr/13/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,202	9,450.00 USD	



Report ID: APY2000

PeopleSoft Accounts Payable
SUMMARY PAYMENT HISTORY BY VENDOR

Page No. 5

Run Date 2/8/2012

Run Time 10:40:59 AM

From: Jan/01/2000 To: Feb/08/2012

Remit Vendor: 1LCRA [REDACTED]

Payment Currency: USD

Bank Account: [REDACTED]

Payment Ref	Date	Handling	Status	Remit to	Pay Cycle	Seq	Payment Amount	Document Sequence
0000222117	May/07/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,221	3,000.00 USD	
0000224529	Jun/11/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,245	4,500.00 USD	
0000226512	Jul/09/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,264	3,000.00 USD	
0000230085	Sep/03/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,304	8,950.00 USD	



Report ID: APY2000

PeopleSoft Accounts Payable
SUMMARY PAYMENT HISTORY BY VENDOR

Page No. 6
Run Date 2/8/2012
Run Time 10:40:59 AM

From: Jan/01/2000 To: Feb/08/2012

Remit Vendor: 1LCRA [REDACTED]

Payment Currency: USD

Bank Account: [REDACTED]

Payment Ref	Date	Handling	Status	Remit to	Pay Cycle	Seq	Payment Amount	Document Sequence
0000235632	Dec/02/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,365	6,500.00 USD	
0000236623	Dec/17/2004	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,377	3,000.00 USD	
0000237795	Jan/07/2005	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,389	6,000.00 USD	
0000241505	Mar/09/2005	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,429	3,000.00 USD	



Report ID: APY2000

PeopleSoft Accounts Payable
SUMMARY PAYMENT HISTORY BY VENDOR

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Run Date 2/8/2012

Run Time 10:40:59 AM

From: Jan/01/2000 To: Feb/08/2012

Remit Vendor: 1LCRA [REDACTED]

Payment Currency: USD

Bank Account: [REDACTED]

Payment Ref	Date	Handling	Status	Remit to	Pay Cycle	Seq	Payment Amount	Document Sequence
0000243281	Apr/08/2005	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,453	3,000.00 USD	
0000245012	May/05/2005	RE	Paid	BRIGID SHEA & ASSOCIATES 2604 GERAGHTY AVENUE AUSTIN TRAVIS TX 78757 United States	DAILY1	1,472	3,000.00 USD	

Total for Check Payments	126,250.00	USD
Total for Bank Account:	126,250.00	USD
Total For Currency	126,250.00	USD

End of Report