



BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT

Personnel Committee Meeting

Zoom Virtual Meeting

August 20, 2020

3:00 p.m.



**Agenda
Open Meeting**

**BRAZOS VALLEY GROUNDWATER
CONSERVATION DISTRICT
Personnel Committee Meeting
Virtual Zoom Meeting
Thursday, August 20, 2020
3:00 p.m.**

Due to recent concerns regarding COVID-19, this meeting will be held virtually.

You may join this free video-conference meeting from your computer, tablet or smartphone at:

<https://zoom.us/j/93649943030>

You can also dial in for audio only using your phone on either of these numbers:

+13462487799 US (Houston)

+16699006833 US (San Jose)

The Meeting ID # is:

936 4994 3030

[How to access the meeting using a computer or tablet](#)

[How to access the meeting using a smartphone](#)

If you are new to Zoom meetings, you can download the app now and be ready when the meeting starts:

Website- zoom.us

You may participate with public comments during the meeting using either a phone or computer/tablet simply by "[raising your hand.](#)" Public comments will be taken at the beginning of the meeting or during discussion of the agenda item. Public Comment will be limited to 3 minutes per person on each agenda item requested.

Work Session of the Personnel Committee including discussion by the committee members, other directors present, and staff for review of:

- Review proof of professional liability insurance on current contractors being considered for FY 2021 services (Legal & Hydrogeological Services)
- Review 2020 Performance of District contractors
- Review 2021 Contractual Proposals from District contractors and formulate recommendations for presentation to the full board

Signed this 10th day of August, 2020

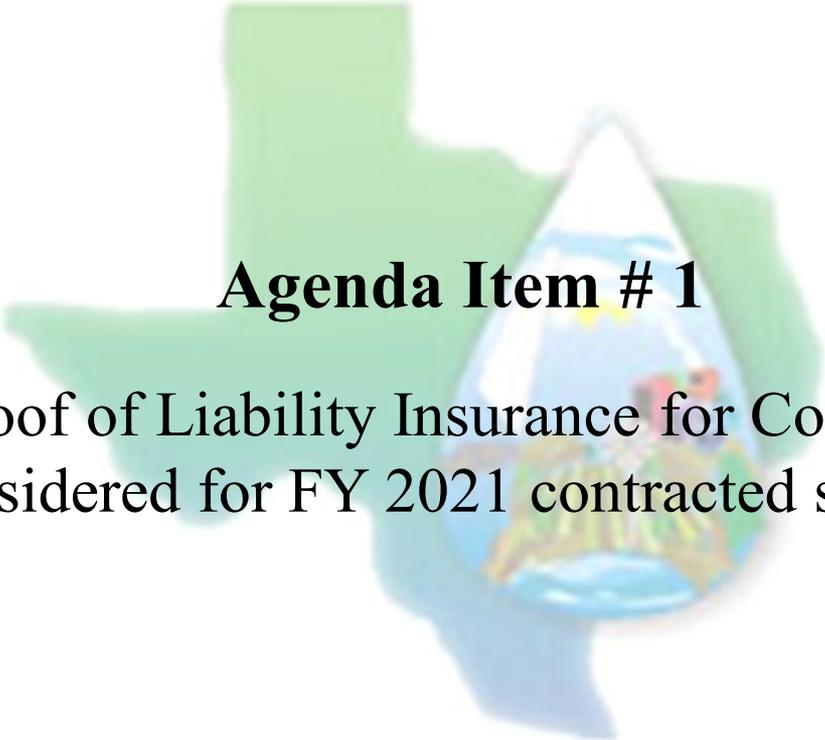
Alan M. Day
General Manager

The Board of Directors may meet in closed session, pursuant to the Texas Open Meetings Act, Texas Government Code §§ 551.071-551.076, to:

- (1) consult with attorney ;
- (2) deliberate regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the District in negotiations with a third person;
- (3) deliberate a negotiated contract for a prospective gift or donation to the District if deliberation in an open meeting would have a detrimental effect on the position of the District in negotiations with a third person;
- (4) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a Board member or District employee;
- (5) to receive information from employees or question employees, but not deliberate public business or agency policy that affects public business; and
- (6) to deliberate the deployment or specific occasions for implementation of security personnel or devices.

The Board may also meet in open session on these matters as required by the Texas Open Meetings Act, Texas Government Code § 551.102.

**** Agenda items may be taken out of order at the discretion of the Board Chairman**



Agenda Item # 1

Review Proof of Liability Insurance for Contractors being considered for FY 2021 contracted services

Contract Services Required to Provide Proof of Liability Coverage

- **Legal Services**
- **Hydrogeological Services**

Board of Directors

Suzan E. Fenner, Chair, *Dallas*
Larry W. Hicks, Vice Chair, *El Paso*
Billy C. Allen, III, *Houston*
Mary-Ann A. Bellatti, *Houston*
Patricia D. Chamblin, *Beaumont*
Ben Davidson, *Lubbock*
Asher B. Griffin, *Austin*



Thomas L. Hanna, *Nederland*
Richard C. Hile, *Austin*
Henry A. Kelly, *Albuquerque*
John H. Lovell, *Amarillo*
Carrie J. Phaneuf, *Dallas*
Harry G. Potter, III, *Houston*
Julie C. Stern, *Canton*

July 23, 2020

Re: Monique Norman, Attorney at Law

To Whom It May Concern,

This letter confirms that Monique Norman, Attorney at Law, currently has in-force, lawyers professional liability insurance with Texas Lawyers' Insurance Exchange (TLIE) for legal and professional services rendered on behalf of Monique Norman, Attorney at Law.

Sincerely,

A handwritten signature in black ink that reads "Jason Syesta". The signature is written in a cursive, flowing style.

Jason Syesta
Vice President of Member Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated Insurance Managers 11111 Katy Freeway Suite 120 Houston TX 77079		CONTACT NAME: Brileigh Brown, ACSR PHONE (A/C, No, Ext): (713) 365-8400 FAX (A/C, No): (888) 600-9111 E-MAIL ADDRESS: bbrown@aimins.net	
INSURED Ground Water Consultants, LLC PO Box 5667 Katy TX 77491		(INSURER(S) AFFORDING COVERAGE) INSURER A: Lloyd's of London INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19/20 - Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC (INSR)	INSUR (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PGID11877986	10/29/2019	10/29/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COM/PO/PA/AG \$ 2,000,000	
							\$	
	AUTOMOBILE LIABILITY			PGID11877986	10/29/2019	10/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$	
							\$	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$	
		<input type="checkbox"/> CLAIMS-MADE					\$	
	DED	RETENTION \$					\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0002022775	10/29/2019	10/29/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Professional Liability			PGID11877986	10/29/2019	10/29/2020	Aggregate 2,000,000 Each Claim 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER		CANCELLATION	
Brazos Valley Groundwater Conservation District P.O. Box 528 Hearne TX 77859		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 10/29/18 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002022775 of Texas Mutual Insurance Company effective on 10/29/18

Issued to: Ground Water Consultants LLC

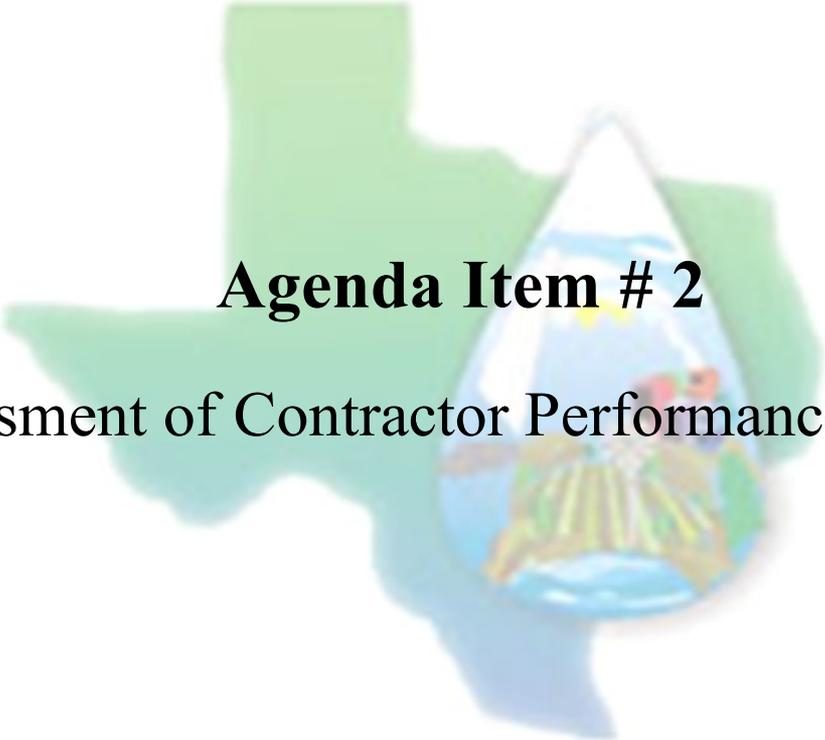
This is not a bill



Authorized representative

NCCI Carrier Code: 29939

10/29/18



Agenda Item # 2

GM Assessment of Contractor Performance – 2019-2020

GM Assessment of Contractor Performance – 2019-2020

Committee Members: Bill Harris (Chair), Jan Roe, Pete Brien

Below are the General Manager performance assessments of each of the currently contracted service providers retained by the District:

1. **Hydrogeological** – GW Consultants (John Seifert) met and exceeded performance expectations and should be retained for fiscal year 2021.
2. **Legal** – Monique Norman met and exceeded performance expectations and should be retained for fiscal year 2021.
3. **Hosting of District Data/ArcGIS** – Half Associates continued to work closely with District staff in developing our database portal and performed at a very high level. Retention of services for fiscal year 2021 is recommended.
4. **Auditing** – Milberger, Nesbitt, and Ask continued to meet District expectations. It is recommended that the district continue to use these services for audit purposes in fiscal year 2021 with the following statements;
 - Russell Armagost is currently the only auditor on staff.
 - Russell's audit be reviewed by one on the principles in the firm each year he has audited the District.
 - We will require the review alternate among the principles each year in order to get an objective evaluation of the audit.
5. **Information/Technology** – Jeff Skelton has been the only IT contractor retained by the District since its inception. Jeff continues to do an outstanding job, highly responsive to issues and questions, and should be retained for fiscal year 2021.

It is the recommendation by the General Manager that no Requests for Proposals are issued for FY 2021 regarding contract services and all current contractors are retained for that same period.



Agenda Item # 3

Review of Proposed FY 2021 Contracts and Budget Needs

Ground Water Consultants, LLC

P. O. Box 5779
Katy, Texas 77491
713-444-7238
www.wjs-groundwater.cc

August 4, 2020

Mr. Alan Day
General Manager
Brazos Valley Groundwater Conservation District
P.O. Box 528
Hearne, Texas 77859
aday@brazosvalleygcd.org

Re: Groundwater Consulting Services for 2021

Dear Mr. Day:

As requested, our firm is pleased to provide this proposal for general groundwater consulting services to assist the District as it performs its duties that are part of overall operations. The services that are envisioned include general groundwater resources assessments, review of hydrogeological reports regarding new large volume well permits, collection and review of groundwater monitoring data, groundwater flow modeling, attendance at board and other meetings as directed by the District, participation on the groundwater planning efforts regarding Groundwater Management Area 12(GMA 12) and other services as directed by the district. It is envisioned that our services would be provided on an as needed basis.

Our firm would be assisted by WSP USA or another consultant regarding a portion of the services including groundwater flow modeling and GIS used for data processing and illustration. The same personnel would be providing the services as have in the past years. The services of WSP USA or another firm would be invoiced through our firm with no add on charges. Any consultant engaged by our firm will be subject to the approval of the District.

All data utilized and work products developed shall be considered the property of the District and available to the District upon request. This includes data and work products that are in paper and/or electronic media.

A budget of \$70,000. is requested for services to be performed in 2021 and the budget will not be exceeded without the approval of the District. The unit rate for my services would be \$125.00 per hour with any expenses charged at cost. The charge for travel would be at the IRS standard rate allowed for vehicular travel. A copy of the unit rates for WSP USA is provided as Enclosure A.

Our firm carries general liability, automobile liability, professional liability and workers compensation insurance and a copy of our current certificate has been provided to the District. The policies renew at the end of October 2020 and at that time a copy of the certificate for 2021 will be provided to the District.

If the above is acceptable, please sign on the space provided below and this can become our agreement.

If you have any questions, please do not hesitate to contact me. We look forward to continuing to provide services to the District and working with you, the board and others on your staff.

Sincerely yours,



W. John Seifert, Jr. P.E.
Principal
Ground Water Consultants, LLC
john@wjs-groundwater.cc

Enclosure

Accepted by: _____

Title: _____

Date: _____

Enclosure A

2021 BILLING RATES FOR CONSULTING SERVICES

Director Hydrogeology/Marketing/ Business Development, Regional/ Area Manager, Office Manager	\$250 to \$280/hour
Senior Supervising Engineer/ Environmental Scientist/Hydrogeologist	\$200 to \$260/hour
Supervising Engineer/Environmental Scientist/Hydrogeologist	\$ 190 to \$250/hour
Lead Environmental Engineer/ Environmental Scientist/Hydrogeologist	\$150 to \$210/hour
Project Engineer/Environmental Scientist/ Hydrogeologist	\$109 to \$150/hour
Senior Environmental Engineer/ Environmental Scientist/Project Hydrogeologist	\$100 to \$180/hour
Assistant Project Engineer/ Environmental Scientist/Hydrogeologist	\$ 76 to \$130/hour
Environmental Engineer/Scientist/ Hydrogeologist	\$ 64 to \$ 120/hour
Technician	\$ 73 to \$102/hour
Draftsperson	\$ 80 to \$ 98/hour
Administration/Clerical	\$ 75 to \$120/hour

MONIQUE NORMAN
ATTORNEY AT LAW

P.O. Box 50245
AUSTIN, TEXAS 78763

512.459.9428
FAX 512.459.8671
MNORMAN@EARTHLINK.NET

July 31, 2020

Brazos Valley Groundwater
Conservation District
P.O Box 528
Hearne, Texas 77859

Re: Legal Services

Dear District Directors:

The purpose of this letter, together with the enclosed "Standard Terms of Engagement," is to set out my understanding with respect to the specific terms of our relationship. Please review the Standard Terms of Engagement carefully and contact me promptly if you have any questions regarding our relationship. This letter, together with the Standard Terms of Engagement, constitutes my agreement with you (this "Agreement") under which my services will be provided.

Identity of Client

I will be representing the interests of Brazos Valley Groundwater Conservation District.

Nature and Scope of Representation

I understand that while in the future I may from time to time be employed on other matters, our present relationship is limited to representing Brazos Valley Groundwater Conservation District on all general matters involving the District and the Board of Directors, in their official capacity.

Supervision and Delegation

I will be the attorney who will coordinate and supervise the services to be performed on your behalf and will perform the work on this matter.

Financial Arrangements

The enclosed Standard Terms of Engagement, together with this letter, outlines the financial terms of my engagement. I will charge the District a flat fee rate of \$5000 per month for all general counsel services. This flat fee rate does not include litigation-related legal services. Litigation services will be charged at an hourly rate of \$225/hour, above and beyond the monthly flat fee rate. The above-quoted rates are exclusive of expenses. Any out-of-pocket expenses incurred on your behalf exceeding Five Hundred Dollars (\$500.00) in amount will be submitted to you directly for payment. If anything in this letter or the Standard Terms of Engagement is unclear or presents a problem to you, please advise me promptly so I may discuss it and reach a full understanding.

Term of Agreement

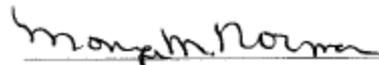
The term of this Agreement is from the execution date in October of 2020 through the following 2021 calendar year.

Acceptance of Terms

If this arrangement is acceptable to you, please sign the enclosed duplicate original of this letter and return it to us at your earliest convenience.

I truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Sincerely,


Monique M. Norman

AGREED TO AND ACCEPTED

Brazos Valley Groundwater Conservation District

By: _____

Title: _____

Date: _____

Standard Terms of Engagement
MONIQUE NORMAN, ATTORNEY AT LAW

This statement sets forth the standard terms of my engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of my agreement with you. Therefore, I ask that you review this statement carefully and contact me promptly if you have any questions. I suggest that you retain this statement in your file.

1. The Scope of Work

You should have a clear understanding of the legal services I will provide. Any questions that you have should be dealt with promptly. I will provide services related only to matters as to which I have been specifically engaged.

I will at all times act on your behalf to the best of my ability. Any expressions on my part concerning the outcome of your legal matters are expressions of my best professional judgment, but are not guarantees. Such opinions are necessarily limited by my knowledge of the facts and are based on the state of the law at the time they are expressed. I cannot guarantee the success of any given matter, but I will strive to represent your interests professionally and efficiently.

2. Fees For Legal Services

My charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. My fees for legal services are determined on the basis of hourly rates and/or flat fee rates, as negotiated and indicated in writing. I may adjust these rates from time to time. I will notify you in writing if this fee structure is modified.

3. Other Charges

All out-of-pocket expenses (such as long-distance telephone charges, copying charges, travel expenses, messenger expenses and the like) incurred by me in connection with my representation of you will be billed to you as a separate item on your monthly statement. Expenses that exceed Five Hundred Dollars (\$ 500.00) in amount will be submitted to you directly for payment. I reserve the right to modify the rates for such expenses in the event of market changes.

4. Billing Procedures and Terms of Payment

My billing period begins on the 1st of the month and runs through the end of the month. I will render periodic statements to you for legal services and expenses. I usually mail these periodic statements after the first of the month following the latest date covered in the statement. Each statement is payable within 30 days of its stated date and must be paid in U.S. Dollars. If any statement is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that

will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law.

If you have any question or disagreement about any statement that I submit to you for payment, please contact me at your earliest convenience so that I can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate my employment upon written notice to me, and if you do I will immediately cease to render additional services. I reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow my advice and counsel, or otherwise fail to cooperate reasonably with me, I reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retainers

With new clients or with substantial new matters for existing clients, I may require a retainer. The retainer amount is not meant to be an estimate or limit of the fees and expenses required to complete the work on this matter, but is intended as your good faith deposit against a portion of such fees and expenses. The retainer will be placed in our Trust Account and I will bill our fees and disbursements against the retainer. I will advise you if additional amounts are necessary to be placed in trust against which to bill future work.

7. Retention of Documents

Although historically I have attempted to retain for a reasonable time copies of most documents generated by this Firm, I cannot be held responsible in any way for failure to do so, and I hereby expressly disclaim any such responsibility or liability. You must ultimately retain all originals and copies you desire among your own files for future reference.

8. Fee Estimates

I am often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. I do my best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which I have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by me shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in the State District Courts of Brazos or Robertson counties, Texas, United States of America.

10. Questions

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. I want to proceed in my work for you with a clear and satisfactory understanding about every aspect of my billing and payment policies; and I encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

Client Costs Advanced

MONIQUE NORMAN, ATTORNEY AT LAW

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper intensive. Standard services such as secretarial and word processing time, file setup, and file storage are not charged; however, other expenses such as copies, and delivery fees, are billed to the client needing those services. An explanation of the billing structure is as follows:

Delivery Services

Outside delivery services are used for pick-up and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

My postal equipment calculates exact US postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed.

Copies

My standard rate for copies made by firm personnel is \$.15 per copy. This charge covers paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Travel

Attorney time spent traveling on behalf of a client is billed to the client. Hotel, meal, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Other Expenses

Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, PUC download fees, expert witness fees, consultants, and other similar expenses. Such expenses will not be incurred without approval from the client. In addition, expenses incurred on a client's behalf that exceed Five Hundred Dollars (\$ 500.00) in amount will be submitted to you directly for payment.

Brazos Valley GCD Database Enhancements
Task Order Authorization No. 19
August 11, 2020

Scope of Work:	<ol style="list-style-type: none"> 1. Groundwater database hosting services <ol style="list-style-type: none"> a. One (1) year of hosting services from January 1, 2021 till December 31, 2021. 2. Miscellaneous support services. 						
Fees:	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">1. Annual Hosting Service</td> <td align="right">\$3,000.00</td> </tr> <tr> <td>2. <u>Miscellaneous Support Services</u></td> <td align="right"><u>\$3,000.00</u></td> </tr> <tr> <td>Total Fee:</td> <td align="right">\$6,000.00</td> </tr> </table> <p>This is a lump sum fee contract and will be billed monthly based on percent complete. Direct costs are included in this fee summary.</p>	1. Annual Hosting Service	\$3,000.00	2. <u>Miscellaneous Support Services</u>	<u>\$3,000.00</u>	Total Fee:	\$6,000.00
1. Annual Hosting Service	\$3,000.00						
2. <u>Miscellaneous Support Services</u>	<u>\$3,000.00</u>						
Total Fee:	\$6,000.00						

Halff Associates is performing the services above under the terms and conditions described in the **Agreement For Professional Services On A Task Order Basis**, dated November 26, 2012, between Halff Associates and the Brazos Valley Groundwater Conservation District. Halff Associates will bill the above described services under AVO 29239.

Submitted

Approved

Halff Associates, Inc.

Brazos Valley GCD

David Coyer

Title: Software Development Team Leader

Title: _____

Date: _____

Date: _____

Milberger Nesbitt & Ask, L.L.P.
(a Registered Limited Liability Partnership consisting of a Professional Corporation and an Individual)

Certified Public Accountants

Milberger & Nesbitt, P.C.
William V. Milberger, CPA
Clay W. Nesbitt, CPA
Paul E. Ask, CPA

3833 S. Texas Ave., Suite 240
Bryan, Texas 77802-4015

Russell C. Armagost, CPA
Xi (Sophie) Li, CPA

August 3, 2020

Board of Directors
Brazos Valley Groundwater
Conservation District
P. O. Box 528
Hearne, TX 77859

We are pleased to confirm our understanding of the services we are to provide the Brazos Valley Groundwater Conservation District for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Brazos Valley Groundwater Conservation District as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Brazos Valley Groundwater Conservation District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Brazos Valley Groundwater Conservation District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Brazos Valley Groundwater Conservation District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Brazos Valley Groundwater Conservation District's financial statements. Our report will be addressed to the Board of Directors and management of Brazos Valley Groundwater Conservation District. We

cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Brazos Valley Groundwater Conservation District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory or contractual requirements.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgement about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures – Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Brazos Valley Groundwater Conservation District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Brazos Valley Groundwater Conservation District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help insure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, contracts, agreements and grants for taking timely and appropriate steps to remedy fraud, and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations, resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing.

We will provide copies of our reports to Brazos Valley Groundwater Conservation District, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We will provide copies of our reports to the Board of Directors and management; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is property of Milberger, Nesbitt & Ask, L.L.P., and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate

individuals will be available upon request and in a timely manner to the State of Texas or its designee, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Milberger, Nesbitt & Ask, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any other additional period requested by the State of Texas. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 1, 2020 and to issue our reports no later than July 31, 2020. Paul E. Ask is the engagement partner and is responsible for supervising the engagement and signing the report. Our fees for these services will be based on the actual time spent at our standard hourly rates, plus travel and other out-of-pocket costs such as report production, typing, postage, etc. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to our audit. **We estimate our fees for the audit to be \$4,800. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.**

The parties agree that any controversy or claim arising out of or relating to the services provided pursuant to this engagement letter agreement shall first be submitted for resolution with a mediator to be agreed upon by the parties. If mediation is not successful in resolving such controversy or claim, it shall be determined by binding arbitration in accordance with the applicable Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association; and judgment on the award by the arbitrator (s) may be rendered in any court of competent jurisdiction.

We appreciate the opportunity to be of service to the Brazos Valley Groundwater Conservation District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Milberger Nesbitt & Ask, L.L.P.

RESPONSE:

This letter correctly sets forth the understanding of the Brazos Valley Groundwater Conservation District.

By: _____
Title: _____
Date: _____

Alan Day

From: Jeff Skelton <jskel1@outlook.com>
Sent: Thursday, August 6, 2020 10:11 PM
To: Alan Day
Subject: 2021 proposed contract
Attachments: 2021 proposed contract.docx

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good evening.

Attached is the updated contract for 2021.

Let me know if you recommend any changes.

I did need to go up (like everyone else) this year.

I estimated 12 additional hours, but based on the last year, you might want to add more.

Thanks

Jeff

Monthly retainer fee - \$95 per hour x 3 hours.

Retainer services:

Scanning logs sent from email, email archive, backups and other services for errors. These logs are sent daily.

Availability for general questions and other simple consulting from GM.

Services provided at additional cost:

The three-hour retainer should cover time spent doing task listed above. The purpose of the retainer is to allow more efficient billing without having to keep up with every conversation or time looking at emailed logs.

Any other service above the basic retainer service will be billed at \$95 per hour in quarter hour increments and the number of hours will vary based on requested services. Services are classified as IT consulting and any needed supply or part will be purchased by the Brazos Valley Groundwater District.

Contract approximated at \$3,420 to \$4560.