

Ground Water Consultants, LLC

P. O. Box 5779

Katy, Texas 77491

713-444-7238

www.wjs-groundwater.cc

July, 28, 2021

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 2022

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 Advance Groundwater Solutions, LLC (AGS) 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 AGS 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.

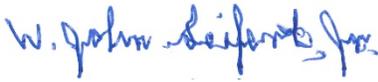
A budget of \$70,000. is requested for services to be performed in 2022 and the budget will not be exceeded without the approval of the District. The unit rate for my services would be \$130.00 per hour with any expenses charged at cost. The charge for travel would be at the IRS standard rate allowed for vehicular travel. A copy of the unit rates for AGS 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 is enclosed. The policies renew at the end of October 2021 and at that time a copy of the certificate for 2022 will be provided.

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: _____

ADVANCED GROUNDWATER SOLUTIONS, LLC

2022 FEE SCHEDULE FOR CONSULTING SERVICES

Principal Hydrogeologist	\$200 to \$250/hour
Principal Engineer	\$200 to \$250/hour
Senior Associate/Hydrogeologist Senior Associate/Engineer	\$150 to \$200/hour
Senior Consultant/Hydrogeologist Senior Consultant/Engineer	\$150 to \$200/hour
Associate/Hydrogeologist Associate/Engineer	\$125 to \$175/hour
Senior Hydrogeologist Senior Environmental Engineer or Scientist Senior Modeler	\$120 to \$160/hour
Hydrogeologist II, Environmental Engineer II Environmental Scientist II	\$80 to \$120/hour
Hydrogeologist I, Environmental Engineer I Environmental Scientist I	\$70 to \$100 /hour
Senior Technician	\$75 to \$100/hour
Technician	\$70 to \$90/hour
GIS or CAD Engineer/Operator	\$80 to \$100/hour
Administrator/Clerical	\$75 to \$80/hour

Our company requires reimbursement for actual expenses that are incurred.
The use of personal vehicle for project travel or field work will be billed at the IRS approved rate per mile.
An administrative charge of 5 percent is affixed to actual expenses and 15 percent for subcontractors.

Invoices are payable upon receipt; accounts unpaid more than 45 days after the billing date are subject to 1.25 percent interest per month (15-percent annual rate) from the invoice date.

January 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2020

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 E-MAIL ADDRESS: bbrown@aimins.net	FAX (A/C, No): (888) 600-9111
INSURED Ground Water Consultants, LLC PO Box 5667 Katy TX 77491		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lloyd's of London	NAIC #
		INSURER B: Texas Mutual Insurance Company	22945
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 20/21 - 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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PSJ0222052163	10/29/2020	10/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PSJ0222052163	10/29/2020	10/29/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0002022775	10/29/2020	10/29/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PSJ0222052163	10/29/2020	10/29/2021	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 <i>Brileigh Brown</i>
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- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or mounting to an uprising, military or usurped power; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

69. **Willful or dishonest acts of senior executive officers**

arising directly or indirectly out of any willful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do in the event of a claim or cyber incident

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy **you** must:

- a. notify the **claims managers** (in respect of cyber incidents, a telephone call to **our** cyber incident response line will constitute notification) as soon as is reasonably practicable and follow their directions. However, in respect of **INSURING CLAUSES 1 and 3 (SECTION F only)** this notification must be made no later than the end of any applicable extended reporting period; and
- b. not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

If **you** discover a **cyber event you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **claims managers** (which will not be unreasonably withheld).

2. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where **we** indemnify a **third party** as an additional insured under this Policy, this Policy will be primary and non-contributory to the **third party's** own insurance, but only if **you** and the **third party** have entered into a contract that contains a provision requiring this.



Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

3. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defense of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **claims managers** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **claims managers** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defense.

We will endeavor to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **limit of liability**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you**. As a consequence of **your** refusal, **our** liability for the **claim** will not be more than the amount for which the **claim** could have been settled had **you** consented, plus any **costs and expenses** incurred prior to the date of **your** refusal.

4. Calculation of business interruption losses

In respect of **INSURING CLAUSES 2 (SECTION F only)** and **5**, in the event of a claim for any financial loss sustained by **you**, **you** must provide the **claims managers** with **your** calculation of the financial loss including.

- a. how the loss has been calculated and what assumptions have been made; and
- b. supporting documents including account statements, sales projections and invoices.

If **we** are unable to agree with **your** calculation of the financial loss, **we** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us**. If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of any financial loss sustained by **you** will be final and binding.

5. Cancellation

This Policy may be canceled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.



The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a claim under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **limit of liability**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and
- c. the indemnity will be subject to all of the terms and conditions of this Policy, other than a. above.

7. Cross liability and severability

In respect of **INSURING CLAUSE 3** only, where there is more than one entity insured under this Policy, and subject to the **limit of liability**, any **claim** made by one insured entity against another insured entity will be treated as if they are a **third party** and knowledge possessed by one insured entity will not be imputed to any other insured entity.

8. Establishing loss of contents

If **you** make a claim under this Policy for loss of **contents**, **you** must reasonably establish how and when the incident took place. This may include confirmation that the incident was reported to the appropriate law enforcement authorities and details of any investigation they undertook.

9. Extended reporting period

In respect of **INSURING CLAUSES 1 and 3 (SECTION F only)**, an extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy, **claims** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

10. Optional extended reporting period

In respect of **INSURING CLAUSES 1 and 3 (SECTION F only)**, if **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Declarations page which will be effective from the cancellation or non-renewal date. This optional extended reporting period will cover **claims** first made against **you** and reported to **us** during this optional extended reporting period but only in respect of any **claim** arising out of any act, error or omission committed prior to the date of cancellation or non-renewal and subject to all others terms, conditions and exclusions of this Policy.

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Declarations page within 30 days of cancellation or non-renewal.



The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **limit of liability** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium**, **deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

11. Fraudulent claims

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

12. Innocent non-disclosure

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

13. Maintenance of employee automobile liability insurance

It is a condition precedent to indemnity under **INSURING CLAUSE 3 (SECTIONS G and H only)** that all **employees** who operate an automobile in the course of **your** business activities will maintain in full force and effect for the **period of the policy** primary automobile liability insurance in an amount equal to, or greater than, the minimum primary automobile liability limits required in the state of registration of the automobile. If **you** make a **claim** under **INSURING CLAUSE 3 (SECTIONS G and H only)** and the **employee** has failed to meet these requirements then this Policy will only respond to provide excess coverage as though the requirements had been met, whereby **you** agree to pay all sums within and up to the required minimum limit.

14. Mergers and acquisitions

If **you** acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary**.

If **you** acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary** for a period of 45 days.

We will consider providing cover for the acquired entity after the period of 45 days if:

- a. **you** give **us** full details of the entity within 45 days of its acquisition; and
- b. **you** accept any amendment to the terms and conditions of this Policy or agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. or b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.



Cover for any acquired entity is only provided under this Policy for any act, error or omission committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

- a. whose business activities are materially different from **your** business activities;
- b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
- c. that has experienced a **cyber event** in the 3 year period prior to its acquisition, if the **cyber event** cost more than the highest **deductible** of this Policy.

If during the **period of the policy you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

15. Our rights of recovery

If **we** make any payment under this Policy then **you** must maintain all of **your** rights of recovery in respect of this payment against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against **employees** or the estates, heirs, legal representatives or assigns of any **employee** in the event of their death, incapacity, insolvency or bankruptcy unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us** in relation to the claim under this Policy.

16. Waiver of subrogation

Notwithstanding **CONDITION 15**, **we** agree to waive **our** rights of recovery against any **third party** if, prior to the claim or incident which **you** reasonably expected to give rise to a claim, **you** entered into a contract that contains a provision requiring **you** to do this.

17. Prior subsidiaries

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

18. Process for paying privacy breach notification costs

Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

We will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 2 (SECTION C only)** that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.



19. Choice of law and service of suit

In the event of a dispute between **you** and **us** regarding this Policy, the dispute will be governed by the laws of the State of the United States of America shown as the choice of law stated in the Declarations page. **We** agree, at **your** request, to submit to the jurisdiction of a court of competent jurisdiction within the United States of America.

Nothing in this Condition constitutes or should be understood to constitute a waiver of **our** rights to commence an action in any court of competent jurisdiction in the United States of America, to move an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States of America or the laws of any State of the United States of America.

It is further agreed that service of process in such suit may be made upon the law firm stated in the Declarations page and that in any suit instituted against **us**, **we** will abide by the final decision of such court or of any appellate court in the event of an appeal. The law firm stated in the Declarations page is authorized and directed to accept service of process on **our** behalf in any such suit and, at **your** request, to give a written undertaking to **you** that they will enter a general appearance on **our** behalf in the event such suit is instituted.

Additionally, in accordance with the statute of any state, territory or district of the United States which makes such a provision, **we** hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as **our** true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by **you** arising out of this Policy. The law firm stated in the Declarations page is hereby designated as the firm to whom the above mentioned officer is authorized to mail such process or a copy thereof.

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 10/29/20 at 12:01 a.m. standard time, forms a part of:

Policy no. 0002022775 of Texas Mutual Insurance Company effective on 10/29/20

Issued to: Ground Water Consultants LLC



Authorized representative

This is not a bill

NCCI Carrier Code: 29939

10/14/20

MONIQUE NORMAN
ATTORNEY AT LAW

P.O. Box 50245
AUSTIN, TEXAS 78763

512.459.9428
FAX 512.459.8671
MNORMAN@EARTHLINK.NET

August 26, 2021

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

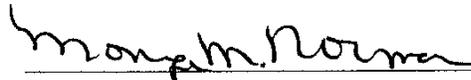
The term of this Agreement is from the execution date in October of 2021 through the following 2022 calendar year.

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.

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*



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*

August 04, 2021

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'.

Jason Syesta
Vice President of Member Services



**Brazos Valley GCD Database Enhancements
Task Order Authorization No. 21.8.20
August 20, 2021**

Scope of Work:	1. 2022 Hosting Fee 2. On Call Miscellaneous Services for 2022
Deliverables:	1. N/A
Items Furnished by BVGCD:	1. N/A

Fees:	1: \$3000 2: \$3000 Total Fee: \$6,000 This is a lump sum fee contract and will be billed monthly based on percent complete. Direct costs are included in this fee summary.
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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: August 20, 2021_____

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

July 29, 2021

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, 2021. 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, 2021. 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: _____

Jeff Skelton Proposed 2022 Contract

Monthly retainer fee - \$100 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 \$100 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 \$6,000 (60 hours)