

MONIQUE NORMAN
ATTORNEY AT LAW

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AUSTIN, TEXAS 78763

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MNORMAN@EARTHLINK.NET

August 15, 2022

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, which includes contested case/permit hearings. Litigation services will be charged at an hourly rate of \$275/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

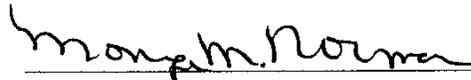
The term of this Agreement is from the execution date in October of 2022 through the following 2023 calendar year.

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*
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*

August 12, 2022

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. 33
August 5, 2022**

Scope of Work:	1. 2023 Hosting Fee 2. On Call Miscellaneous Services for 2023
Deliverables:	1. N/A
Items Furnished by BVGCD:	1. N/A

Fees:	1: \$3300 2: \$3300 Total Fee: \$6,600 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: Director of Software Development__

Title: _____

Date: August 5, 2022_____

Date: _____

Milberger Nesbitt & Ask, L.L.P.

(a Registered Limited Liability Partnership consisting of a Professional Corporation and an Individual)
3833 S. Texas Avenue, Suite 240, Bryan, TX 77802-4015

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, TX 77802-4015

Russell C. Armagost, CPA

Telephone (979) 822-0175 · Fax (979) 779-8422 · www.dmnacpas.com

July 27, 2022

To the Board of Directors and
Management of The 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, 2022.

Audit Scope and Objectives

We will audit the financial statements, including the related notes to the financial statements, of the Brazos Valley Groundwater Conservation District as of and for the year ended December 31, 2022. Accounting standards generally accepted in the United States 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 responses 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

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually

or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS 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 your accounting records of the Brazos Valley Groundwater Conservation District and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of 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 waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or 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 an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAA 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, fraudulent financial reporting, or misappropriation of assets that comes 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. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our planning:

- Due to the limited number of personnel, the separation of duties to provide internal control may create a risk that material misstatements could occur.
- We prepare adjustments, which are approved by management, as a result of our audit procedures. There may be a risk that one or more adjustments would not be recorded by us or by management.

Audit Procedures – Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. 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*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. 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 the Brazos Valley Groundwater Conservation District's compliance with 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 we 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 the Brazos Valley Groundwater Conservation District in conformity with U.S. generally accepted accounting principles. 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 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.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure 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 accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). 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, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (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. At the conclusion of our audit, we will require certain written representations from you about our responsibilities for the financial statements; compliance with laws,

regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written management 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 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 government complies with applicable laws, regulations, contracts, agreements, and grants and 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.

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 Scope and 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 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 will provide copies of our reports to the 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.

The audit documentation for this engagement is the 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 made available upon request 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 supervision of Milberger Nesbitt & Ask, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected 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, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We estimate the fees for the audit to be \$4,800.00.

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.

Reporting

We will issue a written report upon completion of our audit of the Brazos Valley Groundwater Conservation District's financial statements. Our report will be addressed to the Board of Directors of the Brazos Valley Groundwater Conservation District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is 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 an opinion, we may decline to express an opinion or issue reports, or we may withdraw from this engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and 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 state that (1) 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) 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 report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the 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

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.

July 27, 2022

Page 6

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

Jeff Skelton Proposed 2023 Contract

Monthly retainer fee - \$110 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 \$110 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.

Additional projects:

1. Look at Rack based NAS upgrade that will support Microsoft Azure AD accounts.
 - a. I still have not found one I like. The following look promising.
 - i. Synology DS 720+ with Disks.
 1. https://www.newegg.com/synology-ds720/p/14P-0075-007Y0?Description=ds720&cm_re=ds720--9SIAAUCBHX4729--Product
 2. https://kb.synology.com/en-global/DSM/tutorial/How_to_join_NAS_to_Azure_AD_Domain
 - ii. Estimated Cost : \$1,159.95
 - b. Other options are migrating all storage to Microsoft SharePoint to leverage existing investments on M365 subscriptions. (part of #2 below)
 - i. Advantages: lower (TCO) Total Cost of Ownership and Microsoft will maintain backups.
 - ii. Disadvantages: No local storage if internet is down.
2. Migrate email to Microsoft 365.
 - a. I received info on this from Rackspace a while back. This should be a fairly easy process. It is recommended to time this around the Rackspace renewal to save on wasted expense.
 - i. Advantages: Consolidate purchase of email services and office subscription to one purchase. Lower TCO. All resource would be native to the cloud and VPN would not be needed to access resources. Leverage single username and password for all resources. The Premium product also includes security and compliance which would replace the current purchase of TrendMicro.
 - ii. Disadvantages: If we only look at email, cost is slightly more, but Rackspace wants us to do this regardless of if we stay with them. They would just manage the instance and we would not get other benefits of the subscription.
 - b. Reference
 - i. <https://www.microsoft.com/en-us/microsoft-365/business>
 - ii. Features included:

Jeff Skelton Proposed 2023 Contract

1. Access desktop, web, and mobile versions of Office apps including Outlook, Word, Excel, PowerPoint, and OneNote, and automatic updates to new features and capabilities (plus Access and Publisher for PC only).
 2. Use one license to cover fully installed Office apps on five mobile devices, five tablets, and five PCs or Macs per user.
 3. Store, access, and share files from anywhere with 1 TB of OneDrive cloud storage per user.
 4. Get email and calendaring with a 50 GB mailbox and custom email domain address.
 5. Create a hub for teamwork with chat, online meetings, calling, and file sharing in a shared workspace.
 6. Host online meetings and video conferencing for up to 250 users.
 7. Share and manage files and documents using a SharePoint intranet.
 8. Automatically update your apps with new features and capabilities every month.
 9. Get help when you need it with around-the-clock call or chat support from Microsoft.
 10. Defend against advanced cyberthreats with sophisticated phishing and ransomware protection.
 11. Control access to sensitive information to keep data from being accidentally shared with someone not authorized to see it.
 12. Secure the devices that connect to your data, helping keep iOS, Android, Windows, and Mac devices secure and up to date.
- c. Estimated cost:
- i. \$792 per year
3. Transfer email archive service to company Rackspace uses as back end.
- a. This is one of the services we don't want to lose from Rackspace. In discussions with Rackspace, they reportedly purchase this service from an 3rd party and we can just transfer to that 3rd party directly.
 - b. [Barracuda Networks](#)
 - c. Estimated Cost:
 - i. Cost should be the same as we pay Rackspace for this service since it is the same service. We will just shift from purchasing from Rackspace to directly from Barracuda.
 - ii. At this time, a formal quote is unavailable on exact pricing.
4. Upgrade Firewall to take advantage of increased bandwidth of new fiber internet.
- a. Current firewall is fairly expensive. If #2 is approved above, need for on premise firewall for VPN access is diminished. Recommendation would be to migrate to a Ubiquity gateway to save costs and simplify setup.
 - i. UDM-Pro - <https://store.ui.com/collections/unifi-network-unifi-os-consoles/products/udm-pro>
 - ii. Cost : \$379
 - b. If VPN access is required, upgrade the older Sonicwall SOHO using the secure upgrade program to a TZ370 Series. (Estimated equipment costs for 3 years: \$1,270.20)

Jeff Skelton Proposed 2023 Contract

Costs:

Maintainer: \$3960

Other costs not included in contract (Estimate Maximum)

1. Synology NAS: \$1,159.95
2. Microsoft Office 365 Business Premium: 3 users @ \$22/month = \$792
3. Firewall : \$1,270.20

Additional Consulting hours for projects:

10 @ \$110 = \$1100

Notes:

BVCGD to purchase all services or hardware for projects.

The Microsoft Office 365 Business Premium costs would be offset by savings seen by consolidating current contract for Microsoft Office, Rackspace Email, and TrendMicro Security. Microsoft Teams is also included and can be used as a replacement for Zoom for farther savings.

Contract approximated at \$6600 based on historical usage.