

August 16, 2024

Brazos Valley GCD
Attn: Alan M. Day, General Manager
P.O. Box 528
Hearne, Texas 77859
aday@brazosvalleygcd.org

Dear Alan,

Advanced Groundwater Solutions, LLC (AGS) is providing this scope and fee estimate to provide professional hydrogeologic services to the District in 2025. Below is a description of potential scope items and a fee schedule. As needed, and always at your direction, we will complete tasks and projects related to the scope of services identified below.

SCOPE OF SERVICES

AGS will be available to perform the tasks described below.

- Review hydrogeologic reports and studies relevant to district decisions and policies.
- Help develop a more comprehensive monitoring well system for all the aquifers in the district.
- Assist District staff and Board of Directors with studies and programs focused on the collection and analysis of scientific data regarding aquifer systems and impacts on the district's groundwater resources.
- Provide support for mitigation efforts.
- Discussions and recommendations regarding District Rules, Management Plan, Monitoring Program, Annual Report, or other technical tasks.
- Review of technical reports developed by other entities.
- Assist with work on GMA-12 related joint planning efforts (including analysis on proposed DFCs and DFC related documents).
- Quantitative hydrogeologic assessments such as using groundwater availability models (GAMs), GAM updates, and model refinement to meet district goals.
- Serve as expert witness to testify on potential impacts of an application, rules, management plan, and/or DFCs, as requested by the Board and/or General Manager
- Attend regular and special meetings of the Board, either in person or virtually, as requested.
- Be available for consultation with General Manager, other District staff and/or consultants (technical and legal)



Advanced Groundwater Solutions, LLC

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- Provide additional scientific and technical reports and advice as requested by Board of Directors and/or District General Manager.
- Other general consulting tasks as requested.

TERMS AND CONDITIONS

The services provided pursuant to this proposal shall be governed by the terms and conditions set forth in our standard contract as attached.

PROJECT COSTS

AGS proposes to perform these tasks on a time and materials plus expenses basis. A copy of our Fee Schedule is attached. All expenses will be passed through to the District with no markup. Mileage will be charged at the standard IRS rate.

It is difficult to predict the number of meetings and level of effort required to complete the general scope identified herein. Therefore, AGS will work closely with you each month to identify our involvement in meetings, studies, and other scoped items. Our estimated budget for 2025 is about \$130,000.00.

We appreciate the opportunity to work with you and the District on these important issues. Please call me at (512) 796-8636 if you have any questions.

Sincerely,
Advanced Groundwater Solutions, LLC

James Beach, PG
Principal

The contents of this proposal have been reviewed and the client’s designee below authorizes AGS to initiate work on the proposed scope, in accordance with the project budget and schedule proposed herein. The terms and conditions described herein shall apply to all work performed on this project.

Accepted and agreed to by:

Signature: _____

Name: _____

Title: _____

Date: _____

FEE PAYMENT

- 1) AGS will submit invoices to Client monthly following any month of significant activity, and a final invoice upon completion of services. Invoices will show charges based on the current AGS Fee Schedule or other agreed-upon basis and will include a list of charges by approved task for work performed.
- 2) Payment is due within 30 days of receipt of invoice. On accounts past due by forty-five (45) days, Client will pay a finance charge of 1.25 percent per month dating from the invoice date.
- 3) In the event Client requires expert-witness testimony, Client will pay AGS all past due balances before AGS will proceed to prepare for or offer testimony.
- 4) Client will pay the balance stated on the invoice unless Client notifies AGS of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will remit the balance of undisputed items in a timely manner while a disputed item is being reviewed.
- 5) In the event Client fails to pay AGS within forty-five (45) days following invoice date, AGS may consider the default a breach of the consulting agreement and all duties of AGS may be suspended or terminated, and work product may be withheld, without liability of any kind to AGS.

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

- 1) Project report(s), project deliverable(s), and written work products prepared by AGS and provided to the Client during the project shall remain the property of the Client.
- 2) Field data and notes, laboratory test or technical data, calculations, estimates, and other documents prepared in the course of consulting service shall remain the property of AGS, but may be requested by the Client during the project.
- 3) Client agrees that all reports and other work that AGS furnishes to Client or Client's agents which are not paid for under the scope of work, will be returned to AGS upon demand and will not be used for any purpose whatsoever.
- 4) Documents provided to AGS by the Client will be returned to the Client, upon request at the completion of work at Client's cost.
- 5) Reuse of AGS report(s), project deliverable(s) or other written materials by the Client or others, on extensions or modifications of the project or on other sites, without written permission from AGS or suitable adaptation by AGS for the intended purpose, shall be at the Client's or user's sole risk, without liability on the part of AGS, and Client agrees to indemnify and hold AGS harmless from all claims, damages and expenses, including attorney's fees.
- 6) AGS shall maintain Client's project data, report(s) and project deliverable(s) in strictest confidence, and will release such project data, report(s), project deliverable(s) or technical information to others only upon express written permission from the Client.

DISPUTES

- 1) Client will pay all reasonable collection expenses or litigation fees, including attorney fees, that AGS incurs in collecting any delinquent amount Client owes.
- 2) If the Client institutes a suit against AGS which is dismissed or for which judgment is rendered for AGS, Client will pay AGS for all costs of defense including attorney fees, expert witness fees and court costs.

INSURANCE AND INDEMNIFICATION

- 1) AGS will carry Workers Compensation, General Liability, Automobile Liability, Excess Umbrella-Form Liability and Professional Liability insurance policies in amounts which AGS considers adequate. Certificates of insurance will be provided to the Client upon request. Within the terms and conditions of the insurance, AGS agrees to indemnify Client against loss caused by actions of AGS, its employees or its subcontractors. AGS will not be responsible for liability beyond the limits and conditions reflected herein and in the Certificate of the Insurance. At Client's request, AGS will seek additional insurance coverage or limits for specific projects, and will bill the Client for the additional premium cost. AGS will require that its field subcontractors are insured to the same levels required of AGS by the Client.
- 2) AGS's professional liability will be limited to the value of the consulting services performed.
- 3) AGS will not be responsible for any loss or liability related to negligence of the Client or others employed by Client, or from negligence by any person for whose conduct AGS is not legally responsible.
- 4) Neither the Client nor AGS, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and AGS shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

TEST BORINGS, OTHER EXPLORATIONS AND LAB SERVICES

- 1) To drill test borings or perform other explorations, AGS may engage a contractor experienced in this work. The Contractor's invoices plus a fifteen (15) percent service charge will be added to AGS's invoice. On occasion, AGS engages the specialized services of a testing firm or laboratory, individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a fifteen (15) percent service charge will be included in our invoice. Such specialists will be wholly responsible for their work product(s).
- 2) Alternatively, at Client's request, AGS will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. In that event, invoices for these outside services will be issued to Client for direct payment to the contractor(s). AGS review and approval of each invoice will be provided on request. Under either alternative, AGS does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their reports or results.

GEOPHYSICAL, GEOCHEMICAL AND TESTING INSTRUMENTATION SERVICES OR EQUIPMENT

AGS is equipped to provide or can rent or lease specialized geophysical, geochemical or other testing instrumentation services or equipment according to the project needs. Fees for these equipment services will be based on use charges at standard rates published by AGS or the equipment rental



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Standard Terms and Conditions

or lease costs plus AGS fees for consulting services.

CUSTODY OF MATERIALS

- 1) In the course of work, AGS may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, AGS reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.
- 2) At no time, under any circumstances, will AGS personnel represent AGS or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and AGS personnel will not sign hazardous waste manifests on behalf of Client.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for AGS to conduct the work. AGS will take reasonable precautions to minimize damage to the land from use of its equipment but has not included the cost for restoration of damage that may result from AGS site operations in the AGS fee. If AGS is required to restore the land to its former condition, this will be arranged and the restoration cost plus fifteen (15) percent will be added to the associated AGS fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations performed by AGS or an AGS subcontractor. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the site to be investigated. AGS shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from exploration work by AGS or an AGS subcontractor.

PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS

- 1) Petroleum products, hazardous materials, or asbestos may exist at a site where there is no reason to believe they should be present. If, at any time, evidence of the existence or possible existence of such substances is discovered, AGS reserves the right to renegotiate any consulting agreement, the fees for AGS services and our continued involvement in the project. AGS will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered.
- 2) The discovery of hazardous materials or suspected hazardous materials may make it necessary for AGS to take immediate measures to protect human health and safety and/or the environment. Client agrees to compensate AGS for the cost of any and all measures that, in our professional onsite judgment are justified to preserve and protect the health and safety of AGS personnel, Client's employees and/or the public, and/or the environment. In addition, Client waives any claims against AGS and, to the full extent permitted by law, agrees to indemnify, defend and hold AGS harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with petroleum products, hazardous materials or asbestos.

STANDARD OF CARE

In accepting the AGS proposal for consulting services, Client acknowledges the inherent risks associated with any subsurface investigation. In performing professional services, AGS will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. AGS makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.

MODIFICATION

This Agreement may be modified or amended only by a written agreement signed by an authorized agent of each party.

2024 FEE SCHEDULE

Principal Hydrogeologist	\$270 to \$300 / hour
Principal Engineer	\$270 to \$300 / hour
Senior Hydrogeologist V	\$245 to \$270 / hour
Senior Hydrogeologist IV	\$230 to \$250 / hour
Senior Hydrogeologist III	\$215 to \$235 / hour
Senior Hydrogeologist II	\$200 to \$220 / hour
Senior Hydrogeologist I	\$185 to \$205 / hour
Senior Engineer V	\$245 to \$270 / hour
Senior Engineer IV	\$230 to \$250 / hour
Senior Engineer III	\$215 to \$235 / hour
Senior Engineer II	\$200 to \$220 / hour
Senior Engineer I	\$185 to \$205 / hour
Project Hydrogeologist V	\$180 to \$190 / hour
Project Hydrogeologist IV	\$170 to \$180 / hour
Project Hydrogeologist III	\$160 to \$170 / hour
Project Hydrogeologist II	\$150 to \$160 / hour
Project Hydrogeologist I	\$140 to \$150 / hour
Project Engineer V	\$180 to \$190 / hour
Project Engineer IV	\$170 to \$180 / hour
Project Engineer III	\$160 to \$170 / hour
Project Engineer II	\$150 to \$160 / hour
Project Engineer I	\$140 to \$150 / hour
Administrator / Clerical	\$85 / hour

- AGS 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2024

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: Automatic Data Processing Insurance Agency, Inc. PHONE (A/C, No, Ext): 1-800-524-7024 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Advanced Groundwater Solutions LLC 110 Spring Creek Rd Dripping Springs TX 786203354		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company of Illinois INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 38288

COVERAGES

CERTIFICATE NUMBER: 3828824

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	N	76WEGAU6X7K	11/18/2023	11/18/2024	<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

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

CERTIFICATE HOLDER**CANCELLATION**

Brazos Valley GCD PO 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
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MONIQUE NORMAN
ATTORNEY AT LAW

P.O. Box 50245
AUSTIN, TEXAS 78763

512.459.9428
FAX 512.459.8671
MNORMAN@EARTHLINK.NET

September 3, 2024

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, with a cap of 20 hours per month. For any legal time over 20 hours in one month, a rate of \$300/hour will be charged. This flat fee rate also does not include litigation-related legal services, which includes contested case/permit hearings. Litigation services will be charged at an hourly rate of \$350/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

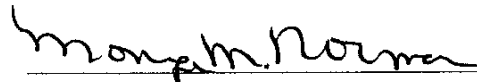
The term of this Agreement is from the execution date in through the following 2025 calendar year.

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.



TEXAS LAWYERS' INSURANCE EXCHANGE
1801 South MoPac Expressway, Suite 300
Austin, Texas 78746
(512) 480-9074
Toll Free 1-(800) 252-9332
FAX (512) 482-8738

DECLARATIONS

PROFESSIONAL LIABILITY INSURANCE POLICY. [Redacted]

- Policy Form: Attorneys' Professional Liability Policy [Redacted]
Policy Number: [Redacted] Member Number: [Redacted]
Item 1: Name of Insured: Monique Norman, Attorney at Law
Address: [Redacted]
Item 2: Policy Period: Effective Date: September 11, 2024 Expiration Date: September 11, 2025
(12:01A.M. standard time at the address of the Named Insured)
Item 3: [Redacted]
Item 4: Limits of Liability: [Redacted]
Item 5: Deductible: [Redacted]
Item 6: Expense Allowance: [Redacted]
Item 7: Premium: [Redacted]
Policy Initiation Fee: [Redacted]
Total: [Redacted]
Item 8: Number of Endorsements: [Redacted]

In witness whereof, Texas Lawyers' Insurance Exchange has caused this policy to be signed by its Attorney-in-Fact and countersigned by a duly authorized representative of the Association.

TEXAS LAWYERS' INSURANCE EXCHANGE

By: [Signature of Steven C Couch]
Steven C Couch, J.D. President & CEO

[Signature of Neal Hendrickson]
Neal Hendrickson, Vice President of Finance

FOR INFORMATION, OR TO MAKE A COMPLAINT,
CALL 1-800-252-9332

September 4, 2024



**Brazos Valley GCD – Notification Support 2024-2025
Task Order Authorization No. 043
September 5th, 2024**

Scope of Work:	1. Notification support for generating mailing lists from CAD data in the Brazos Valley Groundwater Conservation District when specific permits come in, that require notifying all Property Owners in the District within 5-miles, and all Simsboro well owners in the District’s Mitigation Program within 10-miles of the Permit location.
Deliverables:	1. Excel files and Shapefiles of the CAD data for Property Owners within the specified distances of the Permit, on a request basis.
Items Furnished by BVGCD:	1. The locations of the Permits and Simsboro Wells on a case-by-case basis.
Fees:	This is a Cost Plus Max contract, not to exceed \$10,000, and will be billed monthly based on effort. Billing will not occur against this Task Order until the previous Notification Support budget, Task Order 39, is exhausted. <i>QA Note:</i> All billed time will be noted as to what the effort was for and will reflect on the monthly invoices.

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 (BVGCD). Halff Associates will bill the above described services under AVO 29239.

Submitted

Approved

Halff Associates, Inc.

Brazos Valley GCD

Conrad Harrison _____

Title: Software Development Team Leader

Title: _____

Date: September 5th, 2024

Date: _____

Jeff Skelton Proposed 2025 Contract

Monthly retainer fee - \$125 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 \$125 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: (not completed in prior years, prices change based on current market rate when project is started)

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.
<https://www.newegg.com/synology-rackstation-rs422/p/N82E16822108812>
 - ii. https://kb.synology.com/en-global/DSM/tutorial/How_to_join_NAS_to_Azure_AD_Domain
 - iii. [Disk for i. Seagate IronWolf 8TB NAS Hard qty \(2\) @ 170 each.](#)
 - iv. 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) Preferred.
 - i. Advantages: lower (TCO) Total Cost of Ownership and Microsoft will maintain backups.
 - ii. Disadvantages: No local storage if internet is down.
 1. Mitigation of this risk would be a hybrid of (a) and (b). where (a) does a backup of (b). https://www.synology.com/en-global/dsm/feature/active_backup_office365
2. Transfer email archive service to company Rackspace uses as back end. (not completed last year)
 - 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.

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Costs:

Maintainer: \$4500

Other costs not included in contract (Estimate Maximum)

1. Synology NAS: \$1,159.95

Additional Consulting hours for projects:

10 @ \$125 = \$1250

Notes:

BVCGD to purchase all services or hardware for projects.

Contract approximated at \$6909.95 based on historical usage.