

July 30, 2019

The Knight Law Firm, LLP
Attorneys at Law

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Conservation District
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Re: Continuing Engagement Letter for Professional Services

Dear Ms. Bishop:

The Knight Law Firm, LLP ("Firm") and I are pleased to be asked to continue to provide legal services to the Post Oak Savannah Groundwater Conservation District ("POSGCD") and are certainly pleased to have served as your General Counsel for the years you have allowed us to. The proposed terms of our engagement are set forth below. If this letter of engagement is acceptable to you the Board, please confirm by signing in the space provided and returning a fully executed copy to me, retaining a copy for your own files. Our acceptance of representation will become effective when we receive a fully executed copy of this letter. Thereafter, as the owners of the Firm, we request that you designate Barbara Boulware-Wells as POSGCD's Attorney/General Counsel. During our representation of you, all of our attorneys are available to POSGCD and at any time, you may designate any other member of the firm to serve as POSGCD's Attorney/General Counsel.

Scope and Terms of Engagement

The Firm will continue to provide any and all professional legal services related to serving as the Attorney/General Counsel for POSGCD. All services will be provided when requested by the General Manager or the Chair of the Board of Directors, as well as other authorized officers. Certain defined terms are included in the body of this letter, and additional terms are contained in the attached document, entitled Engagement Letter - Exhibit "A." The Knight Law Firm's engagement is limited to representation of Post Oak Savannah Groundwater Conservation District ("You" and/or "Client") in relation to the above-referenced Matters(s), which represents the scope of the engagement and the services to be provided. Unless otherwise expressly and specifically agreed in writing, the Firm is not responsible for advising on bankruptcy issues; tax issues; accounting issues; or any issues relating to any matter for which we have not been asked to provide legal services and advice and which is not specifically described in the matter, above. A separate engagement letter, or written addendum, must be executed by both parties for any additional matters for which consultation or legal services may be sought by you in the future

Our Legal Fees and Costs

Legal fees and costs are difficult to estimate. Accordingly, we have made no guarantee concerning the maximum fees and costs that will be necessary to resolve or complete a matter. From time-to-time, and upon a written request from you, the Firm may furnish estimates of legal fees and other charges that we anticipate will be incurred in connection with a matter. Such estimates are by their nature inexact because of the potential for unforeseeable circumstances and, therefore, our actual fees and other charges may vary from such estimates. You are requested to review carefully each Knight Law Firm invoice you receive and call me if you have any questions about the bill or the progress of the work.

It is expressly understood that payment of the Firm's fees and costs is in no way contingent on the ultimate outcome of any matter. All fees and costs associated with any matter will be paid by you within thirty (30) days of invoice, including without limitation: copy costs; messenger fees; fax charges; long distance telephone charges; court reporter charges; consultant's fees; expert witness fees; visual aids; visual presentations; mock trials; all travel expenses, including air, hotel, meals and ground transportation; Westlaw or other outside computerized research; filing fees; records services charges; and any other costs necessary to

resolve or complete any matter. Other than copy costs, telephone and fax charges, mileage and travel time, we will speak with you prior to undertaking other charges. You are responsible for direct payment to any outside, third- party vendor immediately upon receipt of the bill. Third-party costs may be included on the Firm's invoices, but the Firm also reserves the right to forward these vendor invoices to you for direct payment pursuant to the terms of that vendor.


I am the responsible attorney who will be principally in charge of your matters. The current hourly rate along with the hourly rates of the firm's staff who I anticipate will participate in the prosecution of your matter, are all the same and remain unchanged - \$250.00 per hour with \$85 for our paralegal/office manager. Litigation and services POSGCD charges back to third parties, should it be necessary, will be billed at \$250.00 per hour for both preparation and trial time. No retainer is required.

From time to time, however, as may be necessary and at my sole discretion, other attorneys and staff not listed above may assist with this matter.

Please carefully review this letter and the attached Engagement Letter - Exhibit "A." If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter.

We are pleased to continue to serve Post Oak Groundwater Conservation District.

Respectfully,



Barbara Boulware-Wells (For the Firm)

POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT ACCEPTS THIS LETTER AND THE ATTACHED ENGAGEMENT LETTER - EXHIBIT "A":

POST OAK SAVANNAH GROUNDWATER
CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____

Date: _____

Engagement Letter - Exhibit "A"

This is a supplement to The Knight Law Firm LLP engagement letter. The purpose of this document is to set out additional terms of our agreement to provide the representation described in the engagement letter. Because these additional terms of engagement are a part of the Firm's agreement to provide legal services to you, you should review them carefully and should promptly communicate to The Knight Law Firm LLP any questions concerning this document. We suggest that you retain this statement of additional terms along with the engagement letter and any related documents.

The Scope of the Representation

As lawyers, we undertake to provide representation and advice on the legal matters for which we are engaged. If there are any questions about the scope of our representation in any matter, please raise those questions promptly, in writing, so that we may resolve them at the outset.

Any expressions on our part concerning the outcome of any matter are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. The Knight Law Firm LLP has made no guarantees or promises to you about the outcome of any matter, and nothing in the terms of engagement shall be construed as a guarantee or promise.

Upon accepting this engagement on your behalf, The Knight Law Firm, LLP agrees to do the following: (1) provide legal counsel in accordance with these terms of engagement and the related engagement letter, and in reliance upon information and guidance provided by you; and (2) keep you reasonably informed about the status and progress of any matter.

To enable us to provide effective representation, you agree to do the following: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be related to any particular matter or that we may request; (2) keep us apprised on a timely basis of all developments relating to any particular matter that are or might be important; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) otherwise fully cooperate with us.

Who Will Provide the Legal Services

The Knight Law Firm, LLP, will represent you in matters as requested by you from time to time. Although our firm will be providing legal services, each client of the firm customarily has a relationship principally with one attorney, or perhaps a few attorneys. At the same time, however, the work required on any particular matter, or parts of it, may be performed by other firm personnel, including lawyers and legal assistants.

Our Relationships With Others

Our law firm represents many cities, local governmental entities and private clients. In some instances, the applicable rules of professional conduct may limit our ability to represent clients with conflicting or potentially conflicting interests. Those rules of conduct often allow us to exercise our independent judgment in determining whether our relationship with one client prevents us from representing another. In other situations, we may be permitted to represent a client only if the other client

consents to that representation.

Records Retention

Our law firm has a records retention policy that allows us to destroy files within a reasonable time after a particular matter has been concluded. Generally, we destroy files four (4) years after representation on a matter has ceased or the file has been sent to our closed files. A copy of our records retention policy is attached.

Termination

At any time, you may, with or without cause, terminate the engagement by notifying us of your intention to do so. Any such termination of services will not affect the obligation to pay for legal services rendered and expenses incurred before termination, as well as additional services and charges incurred in connection with an orderly transition of any ongoing matters.

There are several types of conduct or circumstances that could result in our withdrawing from representing you, including, for example, the following: non-payment or slow payment of fees or costs; misrepresentation or failure to disclose important information; fraudulent or criminal conduct; action contrary to our advice; failure to develop a workable relationship with you; and conflict of interest with another client.

A failure by you to meet any obligations under these terms of engagement shall entitle The Knight Law Firm LLP to terminate the engagement. In that event, you will take all steps necessary to release The Knight Law Firm LLP of any further obligations in the representation of any matter, including, without limitation, the execution of any documents necessary to effectuate our withdrawal from the representation of any matter. The right of The Knight Law Firm to withdraw in such circumstances is in addition to any rights created by law or statute, or recognized by the governing rules of professional conduct.

Billing Arrangements and Terms of Payment

Our engagement letter specifically explains our fees for services. We will bill on a regular basis, normally each month, for both fees and expenses, and it is agreed that you will make full payment within thirty (30) days of receiving our statement.

It is further agreed that any delinquent account must be promptly paid, and if the delinquency continues, we may withdraw from the engagement and pursue collection of our account.

Typically, our invoices will include amounts not only for legal services rendered, but also for other expenses and services. Examples include charges for photocopying; long-distance telephone calls; travel and conference expenses; messenger deliveries; facsimile and other electronic transmissions; expert witness fees; all travel expenses, including air, hotel, meals and ground transportation; court reporter's charges; Westlaw or other outside computerized research; filing fees; records service charges; and any other costs needed to carry out the engagement. In addition, we reserve the right to send to you for direct payment any invoices delivered to us by others, including experts, consultants and any vendors, relating to the engagement.

Attorney Complaint Information

THE STATE BAR OF TEXAS INVESTIGATES AND PROSECUTES COMPLAINTS OF PROFESSIONAL MISCONDUCT AGAINST ATTORNEYS LICENSED IN TEXAS. A BROCHURE ENTITLED ATTORNEY COMPLAINT INFORMATION IS AVAILABLE AT OUR OFFICE AND IS LIKEWISE AVAILABLE UPON REQUEST. A CLIENT THAT HAS ANY QUESTIONS ABOUT THE STATE BAR'S DISCIPLINARY PROCESS SHOULD CALL THE OFFICE OF THE CHIEF DISCIPLINARY COUNSEL OF THE STATE BAR OF TEXAS AT 1-877-953-5535 TOLL FREE.

RECORDS RETENTION POLICY

LEGAL FILES

It is the policy of the Firm to retain records in storage relating to representation of a client in a matter for a period not to exceed four (4) years following the end of the representation. At any time after the file is closed, the client may request the closed file be transferred to the client. The file may contain original documents which will be destroyed with the file. Clients who wish files to be retained will be charged the storage expense.

At the end of every year, the attorneys will be given a list of those files which have been closed for a period in excess of four (4) years. In the event the files listed for destruction need to be retained for a period longer than four (4) years, the attorney in charge of the file is to notify the Records Retention Committee that the file should be retained and the reasons the file should be retained. In such event, the file will be retained for another four (4) years at the client's expense.

NOTIFICATION TO CLIENTS OF RECORDS RETENTION POLICY

Upon assumption of the representation of a client in a matter and upon the conclusion of the representation, efforts should be made to inform the client of this Records Retention Policy.

In the event no notification is received from the client that the client wants the file within thirty (30) days of the mailing of notice to the client of the Firm's record retention policy, the file will be destroyed in accordance with this policy.

ADMINISTRATIVE FILES

It is the policy of the Firm to destroy administrative non-financial records after a period of two (2) years. It is the policy of the Firm to retain administrative financial records, including records relating to client billings and to bank and trust accounts, for a period not to exceed seven (7) years at which time they will be destroyed.

PERSONAL FILES

It is the policy of the Firm not to store non-client files. At the end of every year any attorney or employee having personal files in Firm storage will be given a list of those files. Within thirty (30) days of receipt of the list, the attorney or employee shall notify the Records Retention Committee whether the files are to be returned, otherwise they will be destroyed.