

Gregory M. Ellis
Attorney at Law

LEGISLATIVE REPRESENTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date of execution by and between **GREGORY M. ELLIS with GM ELLIS LAW FIRM PC** (hereinafter “**Contractor**”) and the **LOST PINES GROUNDWATER CONSERVATION DISTRICT** (hereinafter referred to as “**Client**”).

Contractor is hereby retained by Client to provide contract services on the following terms and conditions:

1. Upon request by Client to Contractor and from time to time during the term hereof, Contractor shall perform the services set forth in Section 8 herein, and such other similar and appurtenant duties as may be reasonably required to complete such services.

2. In the performance of all services hereunder:

(a) Contractor shall be deemed to be and shall be an independent Contractor and as such shall not be entitled to any benefits applicable to employees of the Client.

(b) Contractor shall comply with all applicable federal, state and local laws and regulation, including, but not limited to, Chapter 305 of the Government Code (“Chapter 305”).

(c) Contractor shall register as a lobbyist representing the interest of the Client with the Texas Ethics Commission under Chapter 305.

3. Potential Conflicts of Interest. This paragraph is to provide notice that Contractor represents other Clients throughout Texas as evidenced by registration at the Texas Ethics Commission. One purpose of this section is to confirm that Client is entering into this engagement with full knowledge of ongoing representation by Contractor of other Clients. At this time, Contractor is unaware of any conflicts of interest that exist by nature of representation of Client for the work identified herein and the ongoing representation of these other Clients. However, in the event that a conflict arises as a result of representation of Client and any of the other Clients, Client agrees to not seek to disqualify Contractor from representing the other Client, and:

2104 Midway Court * League City, TX 77578
Phone: (713) 705-4861 * Fax: (512) 236-5265

Greg@gmellis.law



(a) will waive any such conflict so that Contractor can continue to represent both Client and the other Client(s);

(b) Contractor will withdraw from representing Client, but shall be allowed to continue to represent the other Client(s); or

(c) Contractor will withdraw from representing either party in that particular matter or on that particular issue, but may continue representing both parties in other matters.

4. The information and knowledge divulged to Contractor by Client or which Contractor acquires in connection with or as a result of his services hereunder shall be regarded by Contractor as confidential. During or after the term of this Agreement, Contractor shall not use any confidential information, nor shall he disclose such to any person except as otherwise authorized by Client.

5. Contractor recognizes that all records and copies of records concerning the operations of Client made or received by Contractor during the term of this Agreement are and shall be the property of Client exclusively, and Contractor shall keep the same at all times in his custody and subject to his control, and surrender the same upon request of Client or upon termination of this Agreement.

6. This Agreement shall be effective as of the date of execution and shall continue through June 30, 2019.

7. Client agrees to pay Contractor a professional services fee of twenty thousand eight hundred twenty-five dollars (\$20,825) as follows payable in monthly installments of four thousand one hundred sixty-five dollars (\$4,165) per month each month of the legislative session. Payments shall be made to **GM Ellis Law Firm, PC** and shall be due and payable on the first day of each month.

8. Contractor will perform the following services:

(a) Monitor and keep Client informed of Interim committee meetings and hearings; provide information to committee members and staff; draft position papers; meeting with local Legislators or other elected officials as needed; and meet with local stakeholders as needed.

(b) Attend to represent Client's interests and participate in stakeholder committees with the Texas Alliance of Groundwater Districts and the Texas Water Conservation Association and draft legislation related to those committees.

(c) Monitor status of legislation in the Texas Senate and Texas House of Representatives relative to Client.

(d) Provide the Client with timely reports as Contractor deems necessary on the status of legislation, political environment and trends relative to the Client.

(e) Seek the position of the Client with respect to legislation and, following development and implementation of the Client's position, communicate the Client's position to legislators and legislative committees, while complying with all applicable laws and regulations.

(f) Influence the passage or defeat of legislation in accordance with Clients directive, while complying with all applicable laws and regulations.

9. In hiring Contractor to perform Client's legislative representation services, Client warrants that no other registered lobbyist has been retained directly or indirectly, to perform legislative representation services in Texas on behalf of the Client other than those persons about which Contractor was previously notified. In the event Client, directly or indirectly, enters into such a contract following the commencement of this Agreement Client agrees to obtain full knowledge and approval of Contractor.

10. The Client warrants it is paying for the performance of this contract from current revenues and will pay for each subsequent year this agreement continues from the revenues budgeted for that year. The Client agrees that it is paying fair compensation for the services rendered.

11. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. This Agreement contains the entire agreement and

understanding between the parties with respect to the subject matter hereof and superseded all prior discussions and writings with respect thereto. No modification or alteration of the Agreement shall be effective unless made in writing and signed by both parties.

12. Any notices or communications required hereunder shall be in writing addressed as follows:

If to Clients: Jim Totten, General Manager
Lost Pines Groundwater Conservation District
(512) 360-5088
jtotten@lostpineswater.org
908 Loop 230
Smithville, Texas 78957

If to Contractor: Gregory M. Ellis
GM Ellis Law Firm PC
713-705-4861
greg@gmellis.law
2104 Midway Court
League City TX 77573

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**LOST PINES GROUNDWATER
CONSERVATION DISTRICT**

By:  2/6/19
Jim Totten, General Manager Date

GM ELLIS LAW FIRM, PC

By:  _____
Gregory M. Ellis

Gregory M. Ellis
Attorney at Law

LEGISLATIVE REPRESENTATION SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the date this Agreement is signed by and between **GREGORY M. ELLIS** (hereinafter "**Contractor**") and the **LOST PINES GROUNDWATER CONSERVATION DISTRICT** (hereinafter referred to as "**Client**").

Client hereby retains Contractor to provide contract services on the following terms and conditions:

1. Upon request by Client to Contractor and from time to time during the term hereof, Contractor shall perform the services in Section 8 of this Agreement and such other similar and appurtenant duties as may be reasonably required to complete such services.

2. In the performance of all services hereunder:

(a) Contractor shall be deemed to be and shall be an independent Contractor and as such shall not be entitled to any benefits applicable to employees of the Client.

(b) Contractor shall comply with all applicable federal and state laws and regulations, including, but not limited to, Chapter 305 of the Local Government Code ("Chapter 305).

(c) Contractor shall register as a lobbyist representing the Client's interests with the Texas Ethics Commission under Chapter 305.

3. Potential Conflicts of Interest. This paragraph provides notice that Contractor represents other Clients throughout Texas, as evidenced by registration at the Texas Ethics Commission. One purpose of this section is to confirm that Client is entering into this engagement with full knowledge of ongoing representation by Contractor of other Clients. A complete list of such clients is attached hereto as Exhibit A and incorporated herein by reference. At this time, Contractor is unaware of any conflicts of interest that exist by nature of representation of Client for the work identified herein and the ongoing representation of these other Clients. Contractor agrees to fully comply with all provisions and requirements of Section 305.028, Government Code. In the event of any failure by Contractor to comply with the provisions and requirements of Section

305.028, Government Code, Client may immediately terminate this Agreement. If a conflict arises as a result of the representation of Client and any of the other Clients, or if multiple representations properly accepted develops into a conflict, Contractor shall promptly withdraw from one or more representations to the extent necessary to resolve the conflict.

4. The information and knowledge divulged to Contractor by Client or which Contractor acquires in connection with or as a result of his services hereunder shall be regarded by Contractor as confidential. During or after the term of this Agreement, Contractor shall not use any confidential information, nor shall he disclose such to any person except as otherwise authorized by Client.

5. Contractor recognizes that all records and copies of records concerning the operations of Client made or received by Contractor during the term of this Agreement are and shall be the property of Client exclusively, and Contractor shall keep the same at all times in its custody and subject to its control, and surrender the same upon request of Client or the termination of this Agreement.

6. This Agreement shall be effective as of January 1, 2022, and shall continue through December 31, 2023.

7. Client agrees to pay Contractor a total of Fifty-six thousand four hundred dollars (\$56,400) total contract amount as a professional services fee. The contract amount may be paid in equal monthly increments or as agreed to by the parties. Payments are due and payable the 1st day of each month beginning the first day of the first month following the execution date of this Agreement.

8. Contractor will perform the following services:

(a) Monitor status of legislation in the Texas Senate and Texas House of Representatives, and monitor legislative committee hearings and reports related to Client or Client's activities.

(b) Provide the Client with timely reports on the status of legislation, political environment and trends relative to the Client.

(c) Assist client in preparing information and providing that information to appropriate legislative committees during the legislative interim.

(d) Seek the position of the Client with respect to legislation and, following development and implementation of the Client's position, communicate the Client's position to legislators and legislative committees, while complying with all applicable laws and regulations.

9. Any notices or communications required hereunder shall be in writing addressed as follows:

If to Clients: Jim Totten, General Manager
Lost Pines Groundwater Conservation District
(512) 360-5088
jtotten@lostpineswater.org
908 Loop 230
Smithville, Texas 78957

If to Contractor: Gregory M. Ellis
Phone: 713-705-4861
Email: greg@gmellis.law
2104 Midway Court
League City TX 77573

10. Client agrees to inform Contractor if Client retains either directly or indirectly, any other person to perform Legislative Representation Services in Texas on behalf of the Client. Contractor agrees to reasonably cooperate with all such persons in the Client's representation to avoid duplication of efforts or conflicting positions.

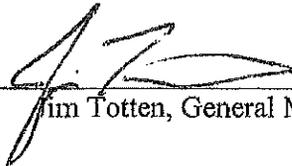
11. This contract constitutes the entire Agreement and understanding between the parties, and any amendment thereto must be in writing signed by both parties. The Client warrants it is paying for the performance of this contract from current budgeted funds and will budget funds to pay for each subsequent fiscal year this Agreement continues. The Client agrees that it is paying fair compensation for the services rendered.

12. This Agreement shall be governed by and construed, and interpreted in accordance with the laws of the State of Texas. This Agreement contains the entire Agreement and

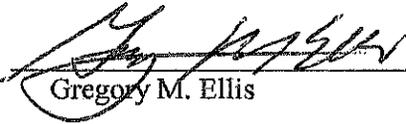
understanding between the parties concerning the subject matter hereof and supersedes all prior discussions and writings with respect thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of 17
day of November, 2021.

Lost Pines Groundwater Conservation District

By: 
Jim Totten, General Manager

GM Ellis Law Firm PC

By: 
Gregory M. Ellis