

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 **BLANCO PEDERNALES 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 Local 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. 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. In the event that a conflict arises as a result of representation of Client and any of the other Clients, or if multiple representation 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 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 first day of the month it is signed and shall continue through June 30, 2021.

7. Client agrees to pay Contractor a total of Fifty-three thousand dollars 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:

Ron Fieseler
Blanco-Pedernales Groundwater Conservation
District
Phone: 530-868-9196
Email: manager@blancocountygroundwater.org
P.O. Box 1516
Johnson City, TX 78636

If to Contractor:

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

10. In hiring Contractor to perform Client's Legislative Representation Services, Client warrants that other persons may be 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. Client agrees to inform Contractor of such persons. Contractor agrees to reasonably cooperate with all such persons in the representation of Client to avoid duplication of efforts or conflicting positions.

11. This contract constitutes the entire agreement and understanding between the parties, and any amendment thereto shall 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 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____ day of November 18, 2019.

**Blanco-Pedernales Groundwater Conservation
District
P.O. Box 1516
Johnson City, TX 78636**

By: 
Ron Fieseler, General Manager

**GM Ellis Law Firm PC
2104 Midway Court
League City TX 77573**

By: 
Gregory M. Ellis

**LEGISLATIVE REPRESENTATION SERVICES AGREEMENT
ADDENDUM 1**

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

This addendum amends the 2019-2021 Legislative Services Agreement in the following areas:

Section 6. is amended to read as follows:

6. This Agreement shall be effective as of the first day of the month it is signed and shall continue through September 30, 2021.

Section 7. is amended to read as follows:

7. Client agrees to pay Contractor a total of Fifty-three thousand dollars total contract amount as a professional services fee. The contract amount may be paid in equal quarterly increments or annually as agreed to by the parties. Payments are due and payable as follows: January, April, July, and September.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Amendment as of 7 day of FEBRUARY, 2020.

**Blanco-Pedernales Groundwater Conservation
District
P.O. Box 1516
Johnson City, TX 78636**

By: 
Ron Fieseler, General Manager

**GM Ellis Law Firm PC
2104 Midway Court
League City TX 77573**

By: 
Gregory M. Ellis

INTERLOCAL AGREEMENT

Original Adoption

November 18, 2019

This Interlocal Agreement (Agreement) is entered into between the undersigned Groundwater Conservation Districts (Participating Districts) for purposes of sharing the costs of hiring the GM Ellis Law Firm, PC. (Ellis Law Firm), to provide legislative representation services for the Participating Districts during the 2019 - 2021 Texas Legislative season as described in the attached Legislative Representation Agreement (Attachment A).

Each Participating District agrees to the following:

1. The Blanco-Pedernales Groundwater Conservation District (BPGCD) will be the lead district for administrative purposes. The BPGCD will be responsible for signing the Legislative Representation Agreement with the Ellis Law Firm.
2. BPGCD General Manager, Ronald G. Fieseler (Fieseler) will be the single point of contact between the Participating District and Ellis Law Firm. Each participating district shall designate a single point of contact for all communications between that district and Fieseler. All legislative related questions, specific legislative requests, or other necessary communications from Participating Districts will be forwarded to the Ellis Law Firm via Fieseler. Ellis Law Firm has the option of directly contacting any Participating District to discuss or address issues unique to that specific District.
3. Invoices for services rendered by the Ellis Law Firm will be received by the BPGCD. The BPGCD will create separate invoices based on equal shares and distribute them to each Participating District. Each district will pay their individual share by check and mail it to the BPGCD. Upon receiving checks from Participating Districts, the BPGCD will record the payment and mail the check to the Ellis Law Firm. Participating Districts may make monthly, quarterly, bi-annually, or annual payments.
4. All reports, email, information, text messages provided by the Ellis Law Firm will be received by Fieseler and forwarded to the Participating Districts in a timely manner.

Each Participating District shall, by Board Resolution, or by motion as reflected in the minutes, adopt this Agreement and forward a copy of the signed resolution to the BPGCD.

By execution of this Agreement, the Participating Districts agree to comply with and abide by this Agreement and with the provisions of Option 4 in Attachment A from the Ellis Law Firm for Legislative Representation Agreement.

The term of this Agreement shall commence on the 18th day of November, 2019, and shall continue in full force and effect until the 30th day of June, 2021.


This Agreement may be amended or terminated by two-thirds vote of the Participating Districts of the Agreement.


This Agreement is entered into and executed in the State of Texas and all questions pertaining to its validity or construction shall be determined in accordance with laws of the State of Texas.


In case any provision of this Agreement is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of this Agreement.

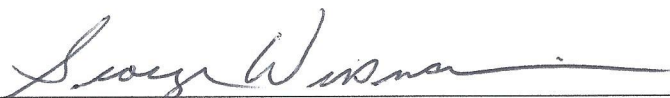
This Interlocal Agreement has been approved and adopted by Resolution or by motion as reflected in the minutes of the Board of Directors of each of the following Participating Districts; the adoption of which is so indicated by the undersigned Board President, the General Manager, or the President's Designee of each Participating District and by a copy of each District's Resolution or copy of the minutes being provided to the BPGCD.


Blanco-Pedernales Groundwater Conservation District
12/10/19
Date


Central Texas Groundwater Conservation District
12-10-19
Date


Cow Creek Groundwater Conservation District
12-12-2019
Date


Hays Trinity Groundwater Conservation District
12/10/2019
Date


Trinity Glen Rose Groundwater Conservation District
12-12-19
Date