

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 **BRAZORIA COUNTY 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 will 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 may 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 after 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:

Sherry Plentl, General Manager
Brazoria County Groundwater Conservation District
Phone: 979-864-1744
Email: splentl@bcgroundwater.org
111 E. Locust Street
Building A-29, Suite 140
Angleton, Texas 77515

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 17th
day of September, 2019.

**Brazoria County Groundwater Conservation
District**

By: Sherry Plentl
Sherry Plentl, General Manager

GM Ellis Law Firm PC

By: Gregory M. Ellis
Gregory M. Ellis