

Mr. Embrey's Direct Line: (512) 322-5829
tembrey@lglawfirm.com

December 18, 2024

Mr. Mitchell Sodek
Central Texas Groundwater Conservation District
225 S. Pierce Street #104
Burnet, Texas 78611

VIA EMAIL COMMUNICATION

Re: Supplement to Engagement Letter – 89th Legislative Consulting and Tracking
Services; Billing File Number: 2465-3

Dear Mitchell:

We appreciate the confidence you have shown in us by recently requesting additional legal services from our firm. For various reasons it is necessary for our firm to specifically enumerate those matters on which we are working. The purpose of this letter is to set forth our understanding of the legal services to be performed by us and is a Supplement to the original Engagement Letter. This letter confirms that Lloyd Gosselink Rochelle & Townsend, P.C. ("Lloyd Gosselink") will represent Central Texas Groundwater Conservation District ("CTGCD") with regard to providing legislative consulting and tracking services related to water and groundwater conservation district issues during the 89th Legislature (the "Matter"). Furthermore, this letter is our notice to you regarding our acceptance of this representation (the "Representation").

Terms of Engagement

Our original Engagement Letter and the *Additional Terms of Engagement* attached thereto, dated October 31, 2014, set out the terms of our engagement in the Representation. This letter is expressly incorporated into that document. It is understood and agreed that our engagement is limited to the Representation, and our acceptance of this engagement does not imply any undertaking to provide legal services other than those set forth in the original Engagement Letter and all Supplements thereof.

Fees / Billing Arrangement

Lloyd Gosselink will send invoices to CTGCD with a monthly, flat fee of \$2,000.00 (two thousand and No/100 dollars) plus out-of-pocket costs to cover the work of Lloyd Gosselink over

a six (6) month period starting on January 1, 2025 and ending on June 30, 2025. The total amount of fees billed to CTGCD will be \$12,000.00 (twelve thousand dollars) plus out-of-pocket costs.

This agreement for legislative consulting services and the related flat fees do not include work by other attorneys or staff of Lloyd Gosselink that work on matters for CTGCD under existing or future employment agreements between the CTGCD and Lloyd Gosselink.

Services to be Provided by Lloyd Gosselink

A. Monitoring Services

- Identify and read all bills, committee substitutes, and amendments to assess impact on CTGCD.
- Use of Telicon legislative database to identify and track bills.
- Bill reports would be provided to CTGCD initially on a bi-weekly basis and then on a weekly basis as the Regular Session unfolds and more legislative activity occurs.
- Bring bills of special interest to CTGCD to the immediate attention of CTGCD staff.

B. Defensive Services

- Analyzing and advising CTGCD on legislative strategies to defend CTGCD's current groundwater management and regulatory structure.
- When necessary, consultations with legislators and legislative staff on issues and language of concern to CTGCD.
- Working with CTGCD reps, legislators and staff, and the Texas Legislative Council to secure the drafting of any necessary amendments.
- Meetings and briefings with CTGCD reps and key legislators and their staff on relevant legislation and addressing CTGCD and legislators' concerns.
- Identifying opportunities for CTGCD reps to testify before legislative committees and to meet individually with key legislators and their staff.
- Analyzing and advising CTGCD on the drafting of any necessary legislative amendments.
- Consultations with the Office of the Governor for defeat of legislation by that office of any legislation that is enrolled by the Legislature.

- Updating CTGCD on the provision of these legislative services and tasks through phone calls, meetings, and correspondence related to the provision of these legislative consulting services.

C. Advocacy Services

- Work with CTGCD to identify legislation that is supported by and helpful to the efforts of the CTGCD.

- Meet with legislators and legislative staff on a routine basis to urge the movement and passage of favorable legislation.

- Work on amendments that can enhance filed legislation that is supported by CTGCD.

Conflicts of Interest

Before accepting this Representation, we have undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest that would bar our firm from representing you in the Matter. Additionally, in order that we comply with the requirements of Chapter 176 of the Texas Local Government Code, we have performed an internal conflicts of interest inquiry. Based on the information obtained from this inquiry, we will file a completed conflict of interest questionnaire with the individual deemed as the records administrator for your entity. Based on the information available to us, we are not aware of any potential disqualification. We reviewed the issue of potential conflicts in accordance with the rules of professional responsibility adopted in Texas.

Document Retention

We may choose to keep records pertaining to this Matter in partially or exclusively electronic format, and we will bear ordinary costs relating to the treatment and storage of such records as part of the cost of providing legal services to you. Upon completion of our work on this Matter, your file, in the form in which it was maintained, will be made available for transfer to you at our office. As a general rule, we keep client files for five years. If your file has not previously been returned to you before the end of the retention period, our document retention policy directs us to offer the file to you at that time. Original documents (e.g., permits, licenses, deeds, wills and the like), or material that has unique or significant value in the form we originally acquired it, will be returned to you in that original form. We may, however, require you to pay any delivery or shipping expenses associated with delivering your client file and other client property to you at a location other than our office. If you do not indicate a desire to have the file returned to you, the file (both electronic and written) will be destroyed.

Mr. Mitchell Sodek
December 18, 2024
Page 4

Conclusion

This letter is appended to, and made a part of, our original Engagement Letter and the *Additional Terms of Engagement* attached thereto, and together with all other Supplements constitute the entire terms of the engagement of Lloyd Gosselink Rochelle & Townsend, P.C. in the Representation. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified only by further written Supplement. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either you or Lloyd Gosselink Rochelle & Townsend, P.C. If you agree to these terms of engagement, please sign in the space provided below and return a scanned copy of the executed Supplement to Engagement Letter.

Sincerely,

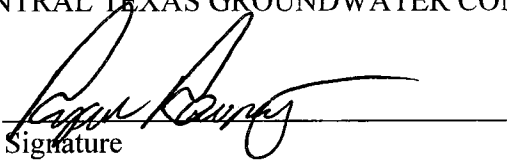
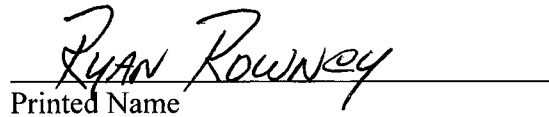
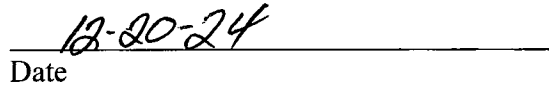


Ty Embrey

AGREED AND ACCEPTED:

CENTRAL TEXAS GROUNDWATER CONSERVATION DISTRICT

By:


Signature
Printed Name
Title
Date