

INTERLOCAL AGREEMENT
BETWEEN MCMULLEN COUNTY AND DEWITT COUNTY
FOR THE PAYMENT OF LEGISLATIVE CONSULTING SERVICES

WHEREAS, the County of McMullen, Texas, (“McMullen County”) and the County of DeWitt, Texas (“DeWitt County”), enter into this Interlocal Agreement for sharing of costs associated with legislative consultation; and

WHEREAS, DeWitt County has entered into a “Contract for Professional Services” with Steve Holzheuser for the provision of legislative consulting services; and

WHEREAS, DeWitt County’s legal and legislative interests are aligned with those of McMullen County in that each county is dealing with practical consequences stemming from the development of the Eagle Ford Shale; and

WHEREAS, DeWitt County and McMullen County each believe that their respective taxpayers benefit by sharing costs among themselves, and perhaps other similarly situated counties; and

WHEREAS, DeWitt County has contracted to pay Steve Holzheuser a fee of \$7,500 per month for a period spanning January 1, 2013 through December 31, 2013; and

WHEREAS, the Commissioners Court of McMullen County has voted to dedicate between \$1,875 and \$3,750 per month during the 2013 calendar year to offset the costs of the Agreement for Consulting Services with Mr. Holzheuser;

NOW, THEREFORE BE IT AGREED AS FOLLOWS:

A. DeWitt County covenants as follows:

DeWitt County agrees to:

1. Within ten (10) days of the execution of this agreement, amend its Contract for Professional Services with Steve Holzheuser to name McMullen County as an additional “Client,” thereby establishing a formal relationship between Mr. Holzheuser and McMullen County.
2. To give the McMullen County Judge at least 72 hours’ notice of the DeWitt County Commissioners Court intent to take a formal position favoring or opposing legislative or administrative action.
3. To give the McMullen County Judge notice of and the opportunity to participate in any meetings held between DeWitt County Officials and Steve Holzheuser.
4. To share with the McMullen County Judge any periodic communications from Steve Holzheuser to DeWitt County or its officials concerning matters subject to the Agreement for Consulting Services.

B. McMullen County Covenants:

McMullen County agrees to:

1. Partially reimburse DeWitt County for the cost of the Agreement for Consulting Services, according to the following schedule:
 - a. In the event that McMullen County and DeWitt County remain the only two clients listed in the Contract for Professional Services, McMullen County will pay \$3,750.00 per month to DeWitt County for the term of the Agreement.
 - b. In the event that a third county client is added to the Agreement for Consulting Services, McMullen County will pay \$2,812.50 to DeWitt County for each month remaining on term of the Agreement.
 - c. In the event that a fourth county client is added to the Agreement for the Consulting Services, McMullen Count will pay \$1,875.00 to DeWitt County for each month remaining on the term of the Agreement.

Section 2. Term

The initial term of this Agreement will commence upon the modification of the Agreement for Consulting Services to expressly include McMullen County as a "Client" and will end on December 31, 2013.

Section 3. Miscellaneous Provisions

A. Interlocal Cooperation: DeWitt County and McMullen County agree to cooperate with each other in good faith at all times during the term of this Agreement in order to achieve the purposes and intent of this Agreement. Each party to this Agreement acknowledges and represents that this Agreement has been executed by its duly authorized representative.

B. Entire Agreement: This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement executed by both parties. Neither party may assign this Agreement without the written consent of the other party.

C. Interpretation: The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Act. All terms and conditions are to be construed and interpreted consistently with the Act.

D. Invalid Provisions: Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

E. Applicable Law: This Agreement is governed by the laws of the State of Texas.

F. Termination: Either party may terminate on ten (10) days' notice in the event that the parties' interests become conflicted with one another, pursuant to the conflict of interest provisions found in Government Code Chapter 305.

Agreed to and accepted this 29 day of January 2013.

County of McMullen



James Teal, County Judge

County of DeWitt



Daryl Fowler, County Judge