

Order No. 2016-004

2016-020 (DeWitt)

**INTERLOCAL COOPERATIVE AGREEMENT  
BETWEEN  
THE COUNTY OF MCMULLEN AND THE COUNTY OF DeWITT  
FOR THE COST SHARING OF LEGISLATIVE CONSULTING SERVICES**

**WHEREAS**, the County of McMullen, Texas (hereinafter referred to as: McMullen County) and the County of DeWitt, Texas (hereinafter referred to as: DeWitt County) enter into this Interlocal Cooperative Agreement (hereinafter referred to as: Interlocal Agreement) for the sharing of costs associated with legislative consulting services; and

**WHEREAS**, DeWitt County has entered into a one-year Contract for Professional Services with Steve Holzheuser for legislative consulting services for \$90,000 which is payable in monthly installments of \$7,500 per month effective October 1, 2016; and

**WHEREAS**, McMullen County's legislative interests are aligned with those of DeWitt County in that each county is confronted with financial challenges to the delivery of public services and threats to public safety created by the ongoing development of oil and gas in the Eagle Ford Shale, and that these challenges and threats compel county officials to seek statutory solutions and enactment of law through the Texas Legislature; and

**WHEREAS**, McMullen County and DeWitt County officials believe that their respective taxpayers benefit by sharing the costs of this legislative endeavor among each other and among other similarly situated counties; and

**WHEREAS**, the Commissioners Courts of McMullen County and DeWitt County will respectively adopt budgets for Fiscal Year 2017 pursuant to Chapter 111 of the Local Government Code and the Commissioners Courts of McMullen County and DeWitt County propose to appropriate funds therein to share the cost of legislative consulting services pursuant to the one-year Contract for Professional Services between Steve Holzheuser and DeWitt County which becomes effective on October 1, 2016;

**NOW, THEREFORE BE IT AGREED AS FOLLOWS:**

**Section 1. Mutual Covenants**

**A. DeWitt County agrees to:**

- 1. Amend its Contract for Professional Services with Steve Holzheuser to name McMullen County as an additional "Client" thereby establishing a formal relationship between Steve Holzheuser and McMullen County within five (5) days of the execution of this agreement.**
- 2. Provide the McMullen County Judge at least 72 hours' notice of the intent of the DeWitt County Commissioners Court to take a formal position favoring or opposing legislative or administrative action.**

3. Provide the McMullen County Judge notice of and the opportunity to participate in any meetings held between DeWitt County officials and Steve Holzheuser.
4. Share any periodic communications from Steve Holzheuser to DeWitt County officials concerning matters subject to the Contract for Professional Services, and do the same in a timely manner with the McMullen County Judge.

**B. McMullen County agrees to:**

1. Partially reimburse DeWitt County for the cost of the Contract for Professional Services with Steve Holzheuser according to the following schedule:
  - 1.1. McMullen County will pay one-third (1/3) of the cost at a rate of \$2,500.00 per month to DeWitt County during the term of the Contract for Professional Services with Steve Holzheuser effective October 1, 2016.
  - 1.2. McMullen County will remit its share of cost on a timely basis following the receipt of a monthly invoice from DeWitt County for the duration of the Contract for Professional Services with Steve Holzheuser.
  - 1.3. In the event more than three (3) counties execute an Interlocal Agreement to share cost with DeWitt County, then the share of cost attributable to McMullen County will be reduced accordingly. (Example: One-fourth (1/4) of the cost if four (4) counties execute an Interlocal Agreement for legislative consulting services; one-fifth (1/5) of the cost if five (5) counties execute an Interlocal Agreement. McMullen County's proportionate share of cost will be reduced as additional counties execute an Interlocal Agreement with DeWitt County for the sharing of cost.)

**Section 2. Term**

The term of this Interlocal Agreement runs concurrent with the Contract for Professional Services between Steve Holzheuser and DeWitt County as described in Exhibit A attached hereto and will end on September 30, 2017.

**Section 3. Miscellaneous Provisions**

- A. **Interlocal Cooperation:** McMullen County and DeWitt County agree to cooperate with each other in good faith at all times during the term of this Interlocal Agreement in order to achieve the purposes and intent of this agreement. Each party to this agreement acknowledges and represents that the agreement has been executed by its duly authorized representative.
- B. **Entire Agreement:** This Interlocal 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 mutual consent expressed in written form and 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 Interlocal Agreement has been entered into pursuant to the authority granted under Title 7 of the Texas Government Code, and more specifically by Chapter 791, otherwise known as the Interlocal Cooperative Act. All terms and conditions are to be construed and interpreted consistently with the Act.
- D. Invalid Provisions/Severability: Should any provision in this Interlocal 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 Interlocal Agreement are declared to be severable.
- E. Applicable Law: This Interlocal Agreement is governed by the laws of the State of Texas.
- F. Termination: Either party may terminate by giving ten (10) days' written notice to the other party at the addresses noted below in the event that the interests of either party become conflicted with one another pursuant to the conflict of interest provisions found in Government Code Chapter 305.

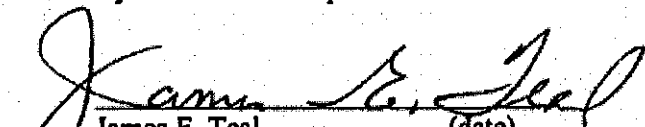
This Interlocal Agreement was considered by the Commissioners Court of each county that is a party hereto while said court was convened in a public meeting held in compliance with Government Code § 551, the Texas Open Meetings Act; and the same is agreed to in all respects and accepted on this 30 day of August, 2016.


For:  
**County of McMullen**  
 P.O. Box 237  
 Tilden, TX 78072

For:  
**County of DeWitt**  
 307 N. Gonzales St.  
 Cuero, TX 77954

By its authorized representative:


By its authorized representative:


  
 James E. Teal (date)  
 McMullen County Judge 8/30/16

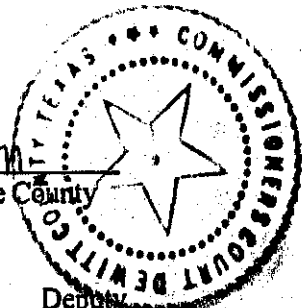
  
 Daryl L. Fowler 9/15/2016 (date)  
 DeWitt County Judge

Attest:

Attest:

  
 County Clerk in and for the County  
 of McMullen

  
 County Clerk in and for the County  
 of DeWitt



by: \_\_\_\_\_ Deputy

by: \_\_\_\_\_ Deputy

**EXHIBIT A**

## CONTRACT FOR PROFESSIONAL SERVICES

The recipient of professional services hereinafter described is the County of DeWitt, Texas, the primary contact of which shall be Judge Daryl Fowler, (hereinafter referred to as "Client") and the provider of the professional services is Steve Holzheuser (hereinafter referred to as "Consultant").

- I. Client engages Consultant to provide professional services described herein, in consideration of the mutual promises provided herein, and for the compensation expressed.
- II. The services to be provided by Consultant shall include, but are not limited to the following:
  1. Daily monitoring of legislation introduced which is identified by Client as having potential impact on issues Client identifies as important;
  2. Represent Client during negotiations and planning sessions on selected issues in which Client identifies as having an interest;
  3. Attend legislative and executive committee meetings at the discretion of Consultant or as advised by Client;
  4. Assist in communicating Client's positions on legislation and administrative actions to the Texas Legislature and the executive agencies of the State of Texas;
  5. Represent Client and Client's interests in the formulation of interim studies, select committees and the appointment of members thereto;
  6. Assist Client in identifying House and Senate members to author and sponsor legislation that favorably promotes Client's interests, and assist Client in opposing legislation that Client designates as detrimental to Client's interests;
  7. Represent Client at receptions, political functions, or as otherwise instructed;

8. Initiate other contacts and/or services deemed by Client to be beneficial to Client's interests;
9. Periodic communications with Client concerning the status of representation contained herein and other matters as directed.

III. This contract shall be for a term of one year. For the services described herein Client shall pay Consultant \$7,500.00 per month for a total amount of \$90,000.00 for the contract term. The contract term begins October 1, 2016 and terminates September 30, 2017. The monthly payment is due on the first business day of each month, with the first payment due October 1, 2016. Payments shall be made at 3200 Grandview St. #16, Austin, Texas 78705, or at such other location as Consultant may direct.

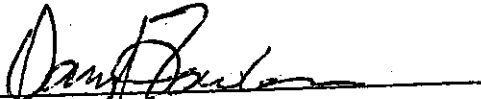
IV. Client is responsible for advising Consultant of the legislative or executive action Client desires to be pursued. Consultant agrees to perform those services in a diligent and professional manner, advising Client on a regular basis of the progress of legislation, legal, and regulatory action in the state of Texas relating to the business of Client as described herein. Client reserves the right to enter into interlocal cost-sharing agreements with other counties whose interests are aligned with those of DeWitt County. In the event that Client agrees to share the costs of services rendered under this contract, Client will notify Consultant within five (5) days of the cost-sharing agreement so that Consultant can comply with the requirements of Government Code 305 and Chapter 34 Texas Ethics Commission Rules.

V. Consultant agrees not to accept any other employment that would conflict with the interest of Client; should any conflict arise between Client and Consultant, the matter will be settled to the satisfaction of Client and in accordance with Government Code 305.028 ("Prohibited Conflicts of Interest"). Client is further aware and consents that it will not be Consultant's sole client, but Consultant agrees to exert its best efforts in securing the purposes of this contract. In the event that a conflict of interest, as defined by Government Code Chapter 305, arises between clients, Client reserves the right to terminate this agreement upon seven (7) days notice after which Client will be relieved from any ongoing obligation under this Agreement.

- VI. This contract does not include Consultant providing any legal services or local government advocacy. The agreements and promises contained in this contract represent the entirety of the parties' obligations to each other. No other agreements or promises other than those expressed in this contract exist between the parties herein. Both parties further acknowledge that this contract is solely for the benefit of the parties listed above, and no other parties to this agreement exist.
- VII. The terms of this contract shall be effective beginning the first day of October, 2016 and continue in effect for twelve months. This agreement may be terminated by either party by giving 60 days written notice to the other party.
- VIII. All notices to Consultant shall be sent to Consultant at 305 W. 13<sup>th</sup> Street, Austin, Texas 78701. All notices to Client shall be sent to Client at 307 N. Gonzales Street, Cuero, TX, 77954.
- IX. This contract is not assignable by either party.
- X. This agreement shall be governed by the laws of the State of Texas. Fax signatures are accepted as genuine.

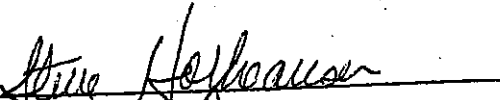
EFFECTIVE this the FIRST day of October 2016.

Signed and agreed to by Client:

By:   
Daryl Fowler  
DeWitt County Judge

Date: September 14, 2016

Signed and agreed to by Consultant:

By:   
Steve Holzhauser

Date: 9/14/2016