

**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 effective October 1, 2014; 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 October 1, 2014 through September 30, 2015; and

WHEREAS, the Commissioners Court of McMullen County adopted a county budget (FY-2015) pursuant to Chapter 111 of the Local Government Code and the Court has appropriated funds therein to share the costs of Consulting Services with Mr. Holzheuser effective ~~October 1, 2014~~;

*FEBRUARY 1, 2015*

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 as follows:**

McMullen County agrees to:

1. Partially reimburse DeWitt County for the cost of the Agreement for Consulting Services, according to the following schedule:
  - 1.1. McMullen County will pay \$2,500.00 per month (1/3<sup>rd</sup>) to DeWitt County for the term of the Agreement which coincides with the Contract for Professional Services.
  - 1.2. In the event more than three (3) counties enter into the agreement to share the costs, then the cost share to McMullen County will be reduced accordingly. (Ex: 1/4<sup>th</sup> if there are four (4) counties, 1/5<sup>th</sup> if there are five (5) counties so that the amount invoiced to McMullen County reduces proportionately as more counties sign onto the cost-sharing agreement.)
  - 1.3. DeWitt County will submit an invoice to McMullen County on a monthly basis for the duration of the Contract for Professional Services with Steve Holzheuser.
  - 1.4. McMullen County will remit its share of cost on a timely basis.

## **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 September 30, 2015.

## **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.

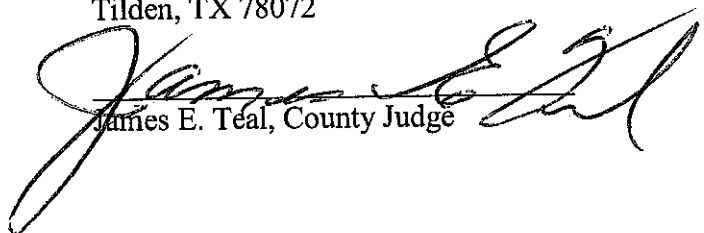
**D. Invalid Provisions:** Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement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

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

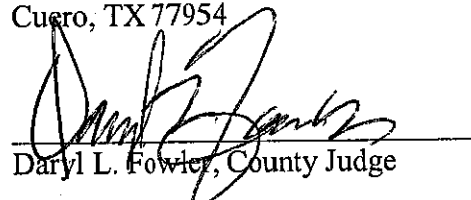
**F. Termination:** Either party may terminate on ten (10) days' notice in the event that the parties' interests become conflicted with one another, pursuant to the conflict of interest provisions found in Government Code Chapter 305.

Agreed to and accepted this 27th day of January, 2015.

**County of McMullen**  
P O Box 237  
501 River Street  
Tilden, TX 78072

  
James E. Teal, County Judge

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

  
Daryl L. Fowler, County Judge