

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

**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 Service Agreement for Professional Services with Cornerstone Government Affairs, Inc. for legislative consulting services for \$90,000 which is payable in monthly installments of \$7,500 per month effective October 1, 2020; 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 Commissioner's Courts of McMullen County and DeWitt County will respectively adopt budgets for Fiscal Year 2021 pursuant to Chapter 111 of the Local Government Code; and the Commissioner's 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 Service Agreement for Professional Services between Cornerstone Government Affairs, Inc. and DeWitt County which becomes effective on October 1, 2020;

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

**Section 1. Mutual Covenants**

A. DeWitt County agrees to:

1. Amend its Service Agreement for Professional Services with Cornerstone Government Affairs, Inc. to name McMullen County as an additional "Client" thereby establishing a formal relationship between Cornerstone Government Affairs, Inc. 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 Cornerstone Government Affairs, Inc.
4. Share any periodic communications from Cornerstone Government Affairs, Inc. to DeWitt County officials concerning matters subject to the Service Agreement 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 Service Agreement for Professional Services with Cornerstone Government Affairs, Inc. according to the following schedule:
  - 1.1. McMullen County will pay an equal share of the cost at a rate to be determined each year per month (not to exceed \$2,500) to DeWitt County during the term of the Service Agreement for Professional Services with Cornerstone Government Affairs, Inc. effective October 1, 2020. McMullen's pro rata share shall not be retroactive.
  - 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 Service Agreement for Professional Services with Cornerstone Government Affairs, Inc.
  - 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 of 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 Service Agreement for Professional Services between Cornerstone Government Affairs, Inc. and DeWitt County as described in Exhibit A attached hereto and will end on September 30, 2021.

**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 its duly authorized representative has executed the agreement.

**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:** the laws of the State of Texas govern this Interlocal Agreement.

**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 1st day of October, 2020.

For:  
**County of McMullen**  
**P.O. Box 237 / 501 River St.**  
**Tilden, TX 78072**

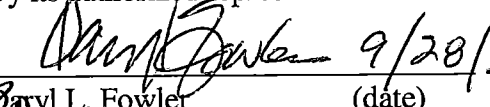
For:  
**County of DeWitt**  
**307 N. Gonzales St.**  
**Cuero, TX 77954**

By its authorized representative:

By its authorized representative:

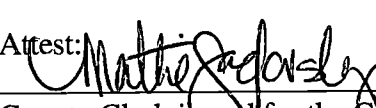
  
James E. Teal  
McMullen County Judge

(date)

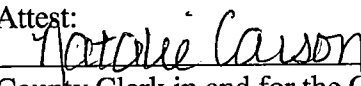
  
Dayl L. Fowler  
DeWitt County Judge

(date)

Attest:

  
County Clerk in and for the County of McMullen

Attest:

  
County Clerk in and for the County of DeWitt

By: \_\_\_\_\_ Deputy

By: \_\_\_\_\_ Deputy

# **Exhibit A**

**AMENDMENT II TO SERVICE AGREEMENT**

This Amendment (the "*Amendment II*"), effective as of October 1, 2020 is made by and between THE COUNTY OF DEWITT, TEXAS (hereinafter referred to as "*THE COUNTY*"), with offices at 307 North Gonzales Street, Cuero, TX 77954 and CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereafter referred to as "*CORNERSTONE*"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, and doing business as CORNERSTONE GOVERNMENT AFFAIRS, with its principal place of business at 800 Maine Avenue SW, 7<sup>th</sup> Floor, Washington, DC 20024.

WHEREAS, THE COUNTY and CORNERSTONE are Parties to Service Agreement with an effective date of October 1, 2018 (the "*Agreement*"), an Amendment with an effective date of October 1, 2019 (the "*Amendment*"); and

WHEREAS, the Parties desire to amend the Agreement as set forth herein;

NOW, THEREFORE, the Parties hereby agree as follows:

1. The term of the Agreement shall be extended for twelve (12) months, commencing on October 1, 2020 through September 30, 2021 (the "*Term*").
2. Except as amended herein, all other terms and conditions of the Agreement remain in full force and effect.

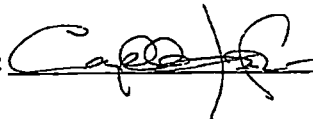
The Parties hereby accept and agree to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment II and acknowledge that they are authorized to execute same.

THE COUNTY OF DEWITT, TEXAS

CORNERSTONE GOVERNMENT AFFAIRS, INC.

By: 

By: 

Name: DARYL L. FOWLER

Name: Campbell Kaufman

Title: COUNTY JUDGE

Title: Principal & Managing Director

Date: August 21, 2020

Date: August 20, 2020