

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

WHEREAS, the County of Karnes, Texas (hereinafter referred to as: Karnes 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, 2018; and

WHEREAS, Karnes 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, Karnes 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 Karnes County and DeWitt County will respectively adopt budgets for Fiscal Year 2019 pursuant to Chapter 111 of the Local Government Code; and the Commissioner's Courts of Karnes 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, 2018;

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 Gonzales County as an additional "Client" thereby establishing a formal relationship between Cornerstone Government Affairs, Inc. and Gonzales County within five (5) days of the execution of this agreement.
2. Provide the Gonzales 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 Karnes 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 Karnes County Judge.

B. Karnes 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. Karnes 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, 2018. Karnes's pro rata share shall not be retroactive.
 - 1.2. Karnes 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 Karnes 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. Karnes 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, 2019.

Section 3. Miscellaneous Provisions

- A. Interlocal Cooperation:** Karnes 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.

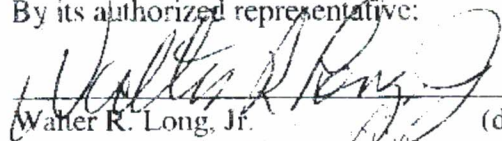
F. Termination: Either party may terminate by giving ten (10) days' written notice to the other party at the addresses noted below in the event that the interests of either party become conflicted with one another pursuant to the conflict of interest provisions found in Government Code Chapter 305.

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, 2018.

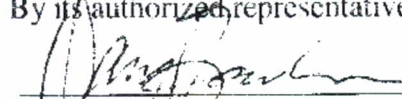
For:
County of Karnes
210 W. Calvert, Ste. 160
Karnes City, TX 78118

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


By its authorized representative:


Walter R. Long, Jr. (date) 11/1/18
Karnes County Judge

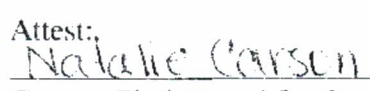
By its authorized representative:


Daryl L. Fowler (date) 11/1/18
DeWitt County Judge

Attest:


County Clerk in and for the County of
Karnes

Attest:


County Clerk in and for the County of
DeWitt

By: _____ Deputy

By:  Deputy

Exhibit A

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated October 1, 2018 (hereinafter "*Agreement*") is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter "*CORNERSTONE*"), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 800 Maine Avenue SW, 7th Floor, Washington D.C. 20024, and THE COUNTY OF DE WITT, TEXAS (hereinafter "*THE COUNTY*"), with its principal place of business at 307 North Gonzales Street, Cuero, Texas 77954 (hereinafter referred to collectively as the "*Parties*").

WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter "*GR Services*"); and

WHEREAS, THE COUNTY and CORNERSTONE desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide GR Services to THE COUNTY:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date first written above and continue through September 30, 2019 (hereinafter referred to as the "*Term*"). The parties may mutually agree in writing to extend the Term.
2. Termination. This Agreement may be terminated by either party with or without cause at any time during the Term after thirty (30) days written notice to the other party. THE COUNTY shall pay CORNERSTONE all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by CORNERSTONE in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by THE COUNTY.
3. Services by CORNERSTONE. During the term, CORNERSTONE shall provide GR Services to THE COUNTY in Texas. The precise scope and extent of the GR Services may be amended by mutual agreement of the parties but generally focus on:
 - Daily monitoring of legislation introduced which is identified by THE COUNTY as having potential impact on issues THE COUNTY identifies as important;
 - Representing THE COUNTY during negotiations and planning sessions on selected issues in which THE COUNTY identifies as having an interest;
 - Attending legislative and executive committee meetings at the discretion of Consultant or as advised by THE COUNTY;
 - Assisting in communicating THE COUNTY's positions on legislation and administrative actions to the Texas Legislature and the executive agencies of the state of Texas;
 - Representing THE COUNTY and its interests in the formulation of interim studies, select committees and the appointment of members thereto;

- Assisting THE COUNTY in identifying House and Senate members to author and sponsor legislation that favorably promotes THE COUNTY's interests, and assisting THE COUNTY in opposing legislation that THE COUNTY designates detrimental to its interests;
- Representing THE COUNTY at receptions, political functions, or as otherwise instructed;
- Initiating other contacts and/or services deemed by THE COUNTY to be beneficial to its interests; and,
- Periodic communications with THE COUNTY concerning the status of representation contained herein and other matters as directed.

In performing the GR Services, CORNERSTONE will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Legislature, the Administration, independent agencies, and third parties regarding the relevant issues. CORNERSTONE will also provide other general informational bulletins or updates that THE COUNTY reasonably requests.

4. Relationship of the Parties. The parties acknowledge and agree that each is an independent business entity and, as such, neither party may represent itself as an employee, agent, or representative of the other. Neither party may incur any obligations on behalf of the other party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties.

5. Fee. Payment for the GR Services shall be made electronically via ACH by THE COUNTY to CORNERSTONE in twelve (12) advance monthly payments of seven thousand five hundred dollars (\$7,500.00) (the "*Fee*"). THE COUNTY will make the first payment of the Fee within thirty (30) business days of the date this Agreement is executed by both THE COUNTY and CORNERSTONE. The Parties agree to discuss in good faith any adjustment in the Fee that either party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

6. Confidentiality. CORNERSTONE agrees with respect to any written information marked "confidential" or "proprietary" by THE COUNTY or information disclosed orally and identified orally as "confidential" or "proprietary" by THE COUNTY at the time of disclosure and reduced to writing (hereinafter "*Confidential Information*"), that CORNERSTONE will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of THE COUNTY. Provided, however, that Confidential Information may be provided by CORNERSTONE to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by CORNERSTONE from a third party under no obligation of confidentiality to THE COUNTY; or (iii) is disclosed by THE COUNTY to a third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, CORNERSTONE agrees, if reasonably practicable, to refrain from such disclosure until such time as THE COUNTY has received written notice with regard to any required disclosure (provided that notice of the

required disclosure is not prohibited by law), and THE COUNTY has had a reasonable opportunity to contest the basis for disclosure and review the content of the proposed disclosure.

7. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by THE COUNTY or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by THE COUNTY or related entities.

8. Liability. The entire liability of CORNERSTONE, and THE COUNTY's exclusive remedy for damages from any cause related to or arising out of this Agreement, regardless of the form of action, whether in contract or in tort, shall not exceed the amount of monies actually paid to CORNERSTONE by THE COUNTY in the immediately preceding twelve (12) month period. In no event shall CORNERSTONE be liable for any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if CORNERSTONE knew or should have known of the possibility of such damages or claims against THE COUNTY by any person.

9. Indemnity. THE COUNTY agrees to defend, indemnify and hold harmless CORNERSTONE against any and all losses, claims, damages, legal fees, expenses, or liabilities that CORNERSTONE may incur based upon information, representations, reports, data or releases furnished or approved by THE COUNTY or its specifically authorized representative for use or release by CORNERSTONE, whether or not CORNERSTONE prepared or participated in the preparation of such materials. For purposes of this section, the parties indemnified shall include CORNERSTONE, its directors, members, agents and employees. Subject to the liability provisions of section 8, CORNERSTONE agrees to indemnify and hold harmless THE COUNTY against any and all losses, claims, damages, legal fees, expenses or liabilities that THE COUNTY may incur based upon information, representations, reports, data or releases made by CORNERSTONE or its authorized agent or representative that THE COUNTY did not expressly approve, or that CORNERSTONE materially changed or altered after THE COUNTY's approval; or that CORNERSTONE used in a negligent or reckless manner. This section 9 shall survive the termination of this Agreement and shall continue to bind both parties.

10. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

11. No Assignment. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

12. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the ~~District of Columbia~~ *State of Texas*, without giving effect to any choice or conflict of law provision or rule.

13. Dispute Resolution. Any dispute arising under this Agreement shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. Arbitration shall be conducted before one arbitrator mutually agreeable to CORNERSTONE and THE COUNTY. If the parties cannot agree on an arbitrator within thirty (30) days after the request for arbitration, then each party will select an arbitrator and the two arbitrators will select a third who shall act as the sole arbitrator of the dispute. Judgment on any award rendered by an arbitrator may be entered in any court having jurisdiction. All

fees of the arbitrator and other costs and expenses of the arbitration shall be paid by THE COUNTY and CORNERSTONE equally unless otherwise awarded by the arbitrator.

14. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the parties.

15. Amendment. This Agreement may be changed only by written agreement signed by each party.

16. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

Cornerstone Government Affairs
800 Maine Avenue SW, 7th Floor
Washington, DC 20024

The County of DeWitt, Texas
307 North Gonzales Street
Cuero, TX 77954

The parties hereto may change their address as set forth in this section by providing the other party with written notice thereof.

IN WITNESS WHEREOF, the authorized representatives of THE COUNTY and CORNERSTONE do hereby execute this Agreement as of the date first above written.

CORNERSTONE GOVERNMENT AFFAIRS, INC.

Date: 9/26/2018



Name: Campbell Kaufman
Title: Principal & Managing Director

THE COUNTY OF DE WITT, TX

Date: 10/8/18



Name:
Title: COUNTY JUDGE