

State of Texas §

County of Bell §

### **Interlocal Agreement**

This Interlocal Agreement is made and entered into by and among the City of Killeen ('City') and Bell County ('County'), collectively, 'the Parties'.

#### **Recitals**

WHEREAS, the Texas Government Code, Title 7, Chapter 791 provides for interlocal cooperation Contracts, or interlocal agreements, among political subdivisions of the State of Texas; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791, states that its purpose is to increase the efficiency and effectiveness of local governments by authorizing them to contract with each other; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791 further allows for interlocal agreements for 'governmental functions', as defined by Chapter 791, Texas Government Code; and

WHEREAS, the Texas Government Code, Title 7, Chapter 791 allows counties, municipalities and other political subdivisions of the State of Texas to enter into interlocal agreements under the terms and conditions set forth in Texas Government Code, Title 7, Chapter 791; and

WHEREAS, City is a home rule city under the laws of the State of Texas and, accordingly, has authority to enter into an interlocal agreement; and

WHEREAS, the County is a political subdivision of the State of Texas and, accordingly, has authority to enter into an interlocal agreement; and

WHEREAS, the County has indicated a need to relocate the Bell County Killeen Annex, currently located on Priest Drive in Killeen; and

WHEREAS, First National Bank of Texas has indicated it is amenable to transfer ownership of the property and all buildings ('Property') located at 507 North Gray, Killeen, Texas, to the County for the purposes of locating the Bell County Killeen Annex; and

WHEREAS, the City is supportive of this location for the Bell County Killeen Annex and has an interest in revitalizing its downtown area and seeks to keep and attract entities to locate in that area; and

**NOW, THEREFORE**, in consideration of the mutual promises, obligations, and benefits to derived by the Parties pursuant to this interlocal agreement, the Parties hereby agree that:

1. The City agrees, subject to paragraph 4.c, to acquire the Property, demolish the structures and clear the Property and to convey the Property as 'shovel ready' at no cost to the County. City further agrees that such actions shall occur on or before December 31, 2022.

2. The County agrees to:
  - a. Subject to paragraph 1 and paragraph 4.d, construct a new building(s) on the Property with square footage of at least thirty thousand (30,000) square feet, with the new building(s) substantially complete within thirty-six (36) months of receipt of the Property.
3. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
4. Each party acknowledges that:
  - a. The County has allocated \$10,000,000 for the design and construction of the new Killeen Annex.
  - b. The City has allocated \$300,000 for the demolition of the existing structures on the site.
  - c. The City has the right to terminate this agreement at any time prior to performing the commitments set forth in the agreement.
  - d. The County has the right to terminate this agreement prior to the City's performance under this agreement. However, once the City has performed, the County shall commit to constructing or investing the lesser of : 1) the construction of at least 30,000 square feet of building(s) or 2) investing \$10,000,000 for a building(s) on the Property.
5. This interlocal agreement becomes effective on the date the last signature is affixed and remains in effect the obligations of the Parties are complete, unless terminated earlier by mutual written consent of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed, effective on this the \_\_\_\_\_, day of \_\_\_\_\_, 2022.

City of Killeen

Bell County

\_\_\_\_\_  
Kent Cagle

City Manager

\_\_\_\_\_  
David A. Blackburn

County Judge