

IN THE COUNTY OF BELL §

§ **INTERLOCAL COOPERATION
AGREEMENT**

STATE OF TEXAS §

WHEREAS, the parties to this agreement believe that it is in the best interest of the public to improve the efficiency and effectiveness of local government by authorizing the fullest possible range of intergovernmental contracting authority at the local level including contracts between counties and other political subdivisions as permitted by the Government Code 791.011; and Vernon's Ann. Tex. Stat.; and

WHEREAS, the parties to this agreement believe that effective utilization of publicly developed computer software is in the best interest of the public;

THEREFORE BE IT RESOLVED AND AGREED THAT the Commissioner's Court of Bell County, Texas known as "The County," and the City of Killeen, known as "The City," who are parties to this agreement, enter into a contract for the purposes as set out in the next paragraph.

PURPOSE

To make use of Bell County Computer software developed to process and maintain records regarding early voting and to use the Bell County fiber optic network to access these programs and the data related thereto.

TERM

This agreement shall be for a term of one year beginning from the date of execution by both parties, and it shall be renewable for additional one-year increments upon agreement to services required and provided for the cost thereof by both parties. Either party may terminate this agreement for any reason with a thirty (30) days written notice to the other party.

MODIFICATION

This agreement constitutes the entire agreement between the parties, and it may be modified only by mutual consent of the parties and changes become effective when stated in writing, approved by the governing bodies of the parties and executed by the authorized representative of The County and The City.

FEES

The City agrees to pay The County the following fee, which has been agreed upon by both parties to this contract, \$1,200.00. Additional fees for installation of programs and network

setups will be billed at a rate of \$85.00/hr. for technical work and \$100.00/hr. for programing. The payment of said fees shall be made in advance by check made payable to Bell County. Each party paying for the performance of governmental functions or services must make those payments from current revenue available to the paying party.

INDEMNIFICATION

The City agrees to indemnify and save The County from all claims, demands, or allegations of damages of any person or persons by the reason of the execution of the terms of this agreement, if such claims, demands, or allegations of damages are not the result of negligent acts of The County, its employees or authorized agents.

EXECUTION

This agreement, having been approved by the Commissioner’s Court of Bell County and the City of Killeen, become effective on the date below, and both parties bind themselves to this agreement as evidenced by the authorized signatures below.

Signed and executed this _____ day of _____ 2016.

BELL COUNTY, TEXAS

CITY OF KILLEEN, TEXAS

Jon Burrows, County Judge

Glenn Morrison, City Manager

Shawn Snyder, Elections Administrator

Dianna Barker, City Secretary