

State of Texas §

County of Bell §

Interlocal Cooperation Contract

This Interlocal Cooperation Contract ('ICC') is made and entered into by and among the City of Killeen ('Killeen'), the City of Temple ('Temple'), Temple Independent School District ('TISD'), and Bell County ('County'), collectively, 'the Parties'.

Recitals

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

WHEREAS, the Texas Government Code, Title 7, Chapter 791, states that the purpose of ICC's 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 ICC's for 'governmental functions', as defined by Chapter 791, Texas Government Code and such definition includes planning and other governmental functions in which the contracting parties are mutually interested; 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 ICC's under the terms and conditions set forth in Texas Government Code, Title 7, Chapter 791; and

WHEREAS, Killeen and Temple are home rule cities under the laws of the State of Texas and, accordingly, have authority to enter into an ICC; and

WHEREAS, TISD is an independent school district formed and authorized under the laws of the State of Texas and, accordingly, has authority to enter into an ICC; and

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

WHEREAS, the 2020 Census has been conducted and redistricting efforts by the Parties will be necessary in order to comply with state and federal law;

WHEREAS, the Parties have conducted an RFQ process to assist in the identification and selection of a consulting firm to provide services to each of the Parties, on an individual basis, relative to their respective redistricting efforts and requirements; and

WHEREAS, the Parties have determined that it is in the best interests of the Parties to coordinate and collaborate with regard to each of the Parties efforts relating to redistricting and that such coordination and collaboration is most effective and efficient by entering into this ICC for the selection and contract administration for the consulting firm for said redistricting services.

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

- I. The firm of Bickerstaff, Heath Delgado Acosta LLP ('Bickerstaff') is hereby selected for the provision of redistricting services in relation to the 2020 Census.
 - a. Bickerstaff's redistricting services will be provided to the Parties under the terms and conditions as set forth in Bickerstaff's Proposals to each of the Parties, as noted in the attached Exhibits 'A', 'B', 'C', and 'D'; and
 - b. It is specifically and expressly provided for that nothing in this ICC allows or provides for any supervision or direction of Bickerstaff with regard to the scope of work or any deliverable by the Parties in general as it relates to the Proposal provided by Bickerstaff to each Party. Each Party to this ICC assumes full management and supervision of Bickerstaff relative to the scope of work and any deliverable associated with that Party; and
 - c. To the extent possible and reasonable, the Parties agree to collaborate and coordinate their respective redistricting efforts.
- II. The Bell County Auditor's Office shall serve as the fiscal agent and contracting agent for this ICC on behalf of the Parties.
 - a. Upon execution of this ICC, each Party will send its contractual obligation amount as set forth in the attached Exhibits as such pertains to that Party, to: Tina Entrop, C.P.A., Bell County Auditor, Historic Courthouse, 101 E. Central Avenue, Belton, Texas, 76513; and
 - b. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- III. This ICC becomes effective on the date the last signature is affixed and remains in effect until the redistricting services agreement with Bickerstaff is complete and has ended, unless terminated earlier by mutual written consent of the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, effective on this the _____, day of _____, 2021.

SIGNATURES ON FOLLOWING PAGE

Agreed upon and approved by the following, acting by and through the approval of their respective governing bodies:

CITY OF KILLEEN

CITY OF TEMPLE

Kent Cagle, City Manager Date

Brynn Myers, City Manager Date

Approved as to form:

Approved as to form:

City Attorney's Office

City Attorney's Office

TEMPLE INDEPENDENT SCHOOL DISTRICT

BELL COUNTY

Bobby Ott, Superintendent Date

D. Blackburn, County Judge Date