

FILED FOR RECORD
8:12 A.M. P.M.

APR 10 2015

Musee P. [Signature]
COUNTY AND DISTRICT CLERK
SOMERVELL COUNTY, TEXAS
By [Signature] TO Deputy

**INTERLOCAL AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES**

This Interlocal Agreement for Information Technology Services (hereinafter referred to as the "Agreement") is made and entered into pursuant to Chapter 791, Government Code, Vernon's Texas Codes Annotated, between Johnson County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "Johnson County"), acting through the Johnson County Commissioners Court, and Somervell County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "Somervell County"), acting through the Somervell County Commissioners Court, and individually referred to as a "Party" and collectively referred to as "Parties".

WITNESSETH

WHEREAS, Somervell County, Texas in order for the various offices and departments of the County to conduct their day to day operations in carrying out the statutory duties and responsibilities of said office or department has need for an Information Technology (hereinafter referred to as "IT") Director and staff to install, repair and perform preventive maintenance of personal computers, printers, and related systems, and;

WHEREAS, Johnson County, Texas has an IT director and staff to install, repair and perform preventive maintenance of personal computers, printers, and related systems, and;

WHEREAS, Somervell County desires to enter into an agreement with Johnson County whereby Johnson County will provide IT support to the various offices and departments of Somervell County, and;

WHEREAS, Somervell County and Johnson County are of the opinion that this Agreement will effectuate the offices and departments of Somervell County in performing the governmental functions and services necessary to provide for the public health, safety and welfare of the citizens residing in or traveling within Somervell County.

NOW, THEREFORE, in consideration of the mutual agreements, promises, and covenants herein contained, the parties agree as follows:

**ARTICLE 1
EFFECTIVE DATE AND TERM**

This Agreement shall become effective April 6, 2015 and continue in full force and effect until April 5, 2016.

ARTICLE II
TERMINATION OF CONTRACT

The Parties hereto understand and agree that after a mutual good faith effort has been made toward the success and performance of the Agreement, if either party hereto is of the opinion that the Agreement cannot be successfully continued and desires to terminate the Agreement, then the Party so desiring to terminate may do so by notifying the other Party in writing, by certified mail, return receipt requested, or by personal delivery to its principal office, of its intention to terminate the Agreement thirty (30) calendar days from the date of Notice of Termination is received by the other Party. At 12:00 o'clock midnight thirty (30) calendar days thereafter, the Agreement shall terminate, become null and void and be of no further force or effect. Such termination shall not affect or diminish Somervell County's responsibility for payment of any amounts due and owing at the time of the termination of the Agreement and Somervell County agrees to pay any amounts due and owing to Johnson County up to and including the date of termination.

ARTICLE III
NOTIFICATION TO PARTIES

Notification to the Parties shall be sent to the following addresses:

Somervell County: Danny L. Chambers
County Judge
P.O. Box 851
Glen Rose, Texas 76043

Johnson County: Roger Harmon
County Judge
2 North Main Street
Cleburne, Texas 76033

Dan Milam
Director of Johnson County IT Department
2 North Main Street, Suite 220
Cleburne, Texas 76033

ARTICLE IV
DESIGNATION OF INFORMATION TECHNOLOGY DIRECTOR

Dan Milam shall be designated the Information Technology ("IT") Director of the Somervell County IT Department by the Somervell County Commissioners Court.

ARTICLE V
AUTHORITY OF INFORMATION TECHNOLOGY DIRECTOR

Dan Milam, as the designated Information Technology ("IT") Director of the

Somervell County IT Department, shall have the full authority to direct and coordinate the activities of the Information Technology Department of Somervell County; to provide technical and professional involvement in systems analysis, programing and computer/software operations; to provide technical and administrative consultation to elected officials and department heads; to install, repair, and perform preventative maintenance of personal computer and related systems; to perform all installations and upgrades of software and hardware; to install, repair and provide support of printers and technology-related peripherals; to troubleshoot software and hardware failures and identify network problems when they relate to personal computers; to assist System Administrator with troubleshooting of servers and/or networks; and to maintain an inventory of parts and supplies.

Dan Milam, as the IT Director of Somervell County, shall have the authority to use his staff to assist him in carrying out the duties and responsibilities listed above.

**ARTICLE VI
STAFF POSITIONS AND SALARY**

The parties agree to the following staff and salaries as follows:

Employee	Supplement or Salary	with benefits
Dan Milam	\$ 6,000.00	\$ 7,117.00
Emily Welch	\$ 6,000.00	\$ 7,117.00
Open Position	\$ 6,000.00	\$ 7,117.00
Chris Holt	\$ 6,000.00	\$ 7,117.00
Rainey Harvey	\$ 6,000.00	\$ 7,117.00
Dustyn Randall	\$ 6,000.00	\$ 7,117.00
Daniel Tinker	\$ 6,000.00	\$ 7,117.00
Additional Tech	<u>\$43,460.00</u>	<u>\$ 51,552.25</u>
	<u>\$85,460.00</u>	<u>\$101,371.25</u>
 Mileage Reimbursement	 <u>\$ 1,500.00</u>	 <u>\$ 1,500.00</u>
Total	\$86,960.00	\$102,871.25

Explanation of mileage costs:

Round Trip Miles	52 Trips	Mileage at .56 a mile	Rounded UP Mileage
48	2496	\$1,397.76	\$1,500.00

Somervell County agrees to pay Johnson County the amount of \$101,371.25 as set forth above for Dan Milam as IT Director and the staff of the Johnson County IT Department to perform the duties under Article V above with the understanding that Johnson County will only invoice for filled positions. The open position and the Additional Tech position listed above will not be invoiced to Somervell County until such position is filled. The amount of \$101,371.25 listed above includes, but is not limited to, health insurance, unemployment insurance, worker's compensation, retirement, and social security benefits.

The Parties further agree that Johnson County will invoice Somervell County monthly at

the end of each month for the pro rata amount due of the \$101,371.25 and Somervell County agrees to pay said invoice within thirty (30) days of receipt of said invoice.

The Parties further agree that Johnson County will invoice Somervell County monthly at the end of each month for the amount due for mileage reimbursement at the rate of \$0.56 per mile and Somervell County agrees to pay said invoice for mileage reimbursement within thirty (30) days of receipt of said invoice.

All invoices from Johnson County shall be sent to: Brian Watts
County Auditor
P.O. Box 804
Glen Rose, Texas 76043

All payments from Somervell County shall be sent to: Debbie Rice
County Treasurer
2 North Main Street
Cleburne, Texas 76033

ARTICLE VII RELATIONSHIP OF PARTIES

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. Notwithstanding the above provision, Somervell County agrees to provide liability coverage for claims made against Dan Milam and any staff of the Johnson County IT Department for acts performed within the course and scope of their duties and responsibilities of this Agreement. Said liability coverage shall be in the amount equal to liability coverage provided to other duly elected or appointed officials and employees of Somervell County.

It is understood and agreed by the parties that any legal action arising under this Agreement, the laws of Texas shall apply and venue shall be Johnson County, Texas.

ARTICLE VIII CIVIL RIGHTS

The Parties to this Agreement each agree to comply with all terms, provisions and requirements of Titles VI and VII, Civil Rights Act of 1964, the American Disabilities Act of 1990, and any other Federal, State, local or other anti-discriminatory law, statute or regulation in the performance of this Agreement, and shall not discriminate against any child or youth, client, employee or applicant on the basis of race, creed, religion, age, color, sex, national or ethnic origin, or disability or any other illegal discriminatory basis in connection with any service or activity which is supported by federal or other public funds.

ARTICLE IX
MISCELLANEOUS

No officer, member or employee of Johnson County or Somervell County and no member or other public official of their respective governing body who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

This Agreement constitutes the entire understanding between the parties, and no other agreements, representations, or contract shall be binding on any of the parties unless set forth in writing and signed by all parties.

This Agreement supersedes all other prior agreements, either oral or written, between the parties with respect to the professional services to be provided by either party and contains all of the covenants and agreements between the parties with the rendering of such services in any manner.

Each party to this Agreement acknowledges that no inducements or promises, oral or otherwise, have been made by either party or anyone acting on behalf of either party that is not embodied in this Agreement.

The invalidity or enforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

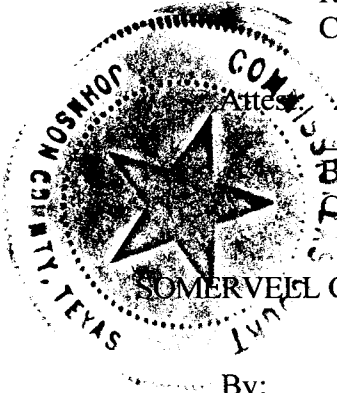
Neither Party under this Agreement shall have the right to assign or transfer its rights to any third party without the prior written consent of the other Party.

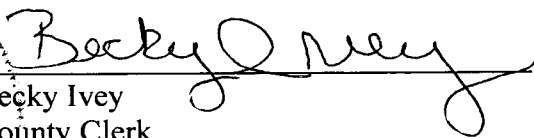
The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate copies, each of which shall have the full force and effect of an original.

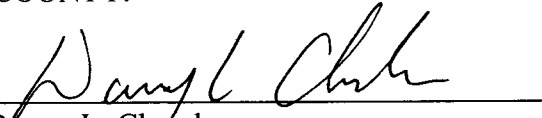
JOHNSON COUNTY:

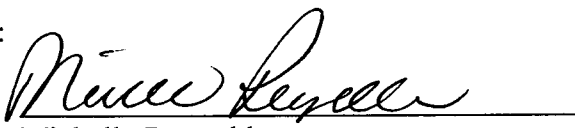
By:  Date: 4/6/15
Roger Harmon
County Judge



Attest: 
Becky Ivey
County Clerk

SOMERVELL COUNTY:

By:  Date: 4-9-15
Danny L. Chambers
County Judge

Attest: 
Michelle Reynolds
County and District Clerk