

**INTERLOCAL COOPERATION AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENT**

STATE OF TEXAS §
 §
COUNTY OF BELL §

THIS INTERLOCAL COOPERATION AGREEMENT, for Household Hazardous Waste Collection Events (“**Agreement**”), is entered into as of the date that the last required signature is affixed (“**Effective Date**”), by and between the City of Killeen, Texas (“**Killeen**”) and the City of Harker Heights, Texas (“**Heights**”), each referred to individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, this Agreement is authorized by Texas Government Code Chapter 791 (the “Interlocal Cooperation Act”) and the Parties’ broad and inherent authority as home-rule municipalities under Article 11, Section 5, of the Texas Constitution to promote the public health, safety, and general welfare of their respective residents;

WHEREAS, Killeen will host a joint Household Hazardous Waste Collection event on Saturday, May 3, 2025 (“**Event**”);

WHEREAS, the objective of the Event is to reduce landfill waste, ensure proper disposal of hazardous materials, and curtail illegal dumping; and

WHEREAS, Heights desires to participate in the Event which will be open to all residents in the Central Texas Council of Governments (CTCOG) area.

AGREEMENT

Now, therefore, in consideration of the mutual promises contained herein, the Parties agree as follows:

- 1. Purpose.** The purpose of this Agreement is to facilitate the participation of residents of Heights in the Event.
- 2. Term.** The term of this Agreement shall be for six months following the Effective Date (“**Original Term**”).
- 3. Payment.** Not later than three weeks after (i) the Event for which Heights notified Killeen that it would participate in or (ii) each Event in which Heights did participate, Heights will pay Killeen \$5,000, thereby representing Heights’ full share of the cost of participating in the Event. Killeen’s share of the Event is the remaining cost. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party.

4. Event Changes. If the Event for which Heights has notified Killeen that it will participate in must be postponed due to inclement weather or other unforeseen circumstances, the Parties will cooperate in good faith to re-schedule the Event as soon thereafter as reasonably practicable. Killeen will keep Heights reasonably apprised of all material developments in the planning process and will notify Heights of any changes as soon as they are established.

5. Conduct of the Event.

A. Killeen will be responsible for conducting the Event, including furnishing the location, traffic control, equipment, and such personnel as necessary for the safe and orderly operation of the Event.

B. Within thirty days after the Event, Killeen will provide Heights with general collection statistics relating to the Event, including Heights' approximate percentage of total participation, a general statement of the types and quantities of materials collected, and the approximate percentage of Heights residents bringing each type of materials.

C. This Agreement does not establish a partnership between the Parties, and neither Party has the authority to bind the other to any debt, liability, obligation, or other commitment.

6. Insurance; Claims. Each Party agrees to maintain its usual and customary liability insurance coverages during the Event. Each Party agrees to notify the other within one business day of learning of any actual or potential accident or claim arising in connection with the Event.

7. Joint Obligations. The Parties agree:

A. To cooperate in good faith in the planning and running of the Event, and not to unreasonably interfere with or delay the Event.

B. Not to unreasonably withhold, condition, or delay any requested approval or consent made by a Party hereto.

C. To cooperate in defending any legal action instituted by a third party challenging (i) the validity of one or more provisions of this Agreement; (ii) the state and local legislation authorizing the Parties to enter into this Agreement; or (iii) any discretionary action and approvals of either Party pursuant to this Agreement.

D. To execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement, or to correct any defect, error or omission that may be discovered in this Agreement or any documents executed incidental to it.

8. Dispute Resolution. Any dispute between the Parties related to this Agreement that is not resolved through informal discussion may be submitted to a mutually acceptable mediation service or provider. The Parties to the mediation shall bear the mediation costs equally. Said mediation shall be non-binding. However, the Parties shall endeavor to resolve their disputes

through this process in good faith. This paragraph does not preclude a Party from seeking equitable or other relief from a court of competent jurisdiction.

9. Notice. All notices under this Agreement shall be in writing, and (a) delivered personally to the person to whom the notice is to be given, (b) given by certified or registered mail, return receipt requested, or (c) given by e-mail. Notice given by mail shall be effective three days (exclusive of Saturdays, Sundays and postal holidays) after the same is deposited in the United States Postal Service, properly post-paid and certified and addressed to the Party to be notified. Notice given by e-mail shall only be deemed received if confirmed and such notice is followed by written notice as provided in subparts (a) or (b) within three business days following the e-mail. Notice given in any other manner shall be effective only if and when actually delivered to the Party to be notified or at such Party's address for purposes of notice as set forth herein. A change in the notice address of any Party may be effected by serving written notice of such change and of such new address upon the other Party in the manner provided herein. Initially, notices shall be addressed as follows:

To Heights:

Mark Hyde
Public Works Director
305 Millers Crossing
Harker Heights TX 76548
mhyde@harkerheights.gov

To Killeen:

Jeffery Reynolds
Executive Director of Public Works
P.O. Box 1329
Killeen, TX 76540
jreynolds@killeentexas.gov

10. Miscellaneous.

A. Binding Effect. This Agreement shall be binding on the Parties and their respective representatives, successors and permitted assigns.

B. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing herein shall be construed to waive or limit any defense or immunity available to either Party in response to any third-party claim.

C. Governing Law; Venue. The Parties agree that this Agreement has been made in Texas and that it shall be governed by and construed pursuant to the laws of the State of Texas, without regard to choice of law rules of any other jurisdiction. Venue for any action to construe or enforce this Agreement shall be in Bell County, Texas.

D. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is found unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the unenforceable provision as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law.

E. Interpretation. Each Party has carefully read this entire Agreement, understands the meaning and effect of each and every provision contained herein, and acknowledges that it has relied on its own judgment in entering into this Agreement. The singular form shall include the plural when the context requires. Headings used throughout this Agreement are for

convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement. The terms "hereof," "hereunder" and "herein" shall refer to this Agreement as a whole, inclusive of all exhibits, except as otherwise expressly provided. This Agreement should not be construed strictly for or against either Party.

F. Amendment. The Parties agree that they may amend this Agreement only by a written agreement duly executed by persons authorized to execute agreements on behalf of the Parties.


G. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties. This Agreement supersedes and cancels all previous written and oral agreements and communications between the Parties relating to the subject matter of this Agreement.

CITY OF HARKER HEIGHTS

By: 
David Mitchell, City Manager

Date: 3-13-25

ATTEST:


City Secretary

Date: 3/13/2025

CITY OF KILLEEN

By: _____
Kent Cagle, City Manager

Date: _____

ATTEST:

City Secretary

Date: _____

