

**INTERLOCAL AGREEMENT  
FOR REGIONAL HOMELESSNESS  
JOINT SYSTEM COOPERATION AND STRATEGIC PLAN**

This agreement (“AGREEMENT”) is made by and between the City of Killeen, Texas, a municipal corporation situated in Bell County, Texas (“KILLEEN”) and the City of Temple, Texas, a municipal corporation situated in Bell County, Texas (“TEMPLE”), collectively referred to in this Agreement as the “Parties.” This agreement is authorized by Chapter 791 of the Texas Government Code, the “Interlocal Cooperation Act.”

**RECITALS**

**WHEREAS**, parties to this Agreement wish to coordinate to create and execute a strategic plan that will enable and facilitate a cohesive strategy to address homelessness, establish standards for and accountability of programs improving the delivery of services, and enhance the outcomes for individuals receiving such services; and

**WHEREAS**, both KILLEEN and TEMPLE recognize that the largest population of individuals experiencing homelessness and at risk of experiencing homelessness in Bell County is located within these two primary cities and find that a joint and cooperative undertaking to effectively and consistently coordinate solutions and provision of services within Bell County is beneficial; and

**WHEREAS**, each city has the desire and need to implement a systematic, long-term response that ensures homelessness is prevented whenever possible, or if it cannot be prevented, is a rare, brief and a one-time experience; and

**WHEREAS**, the collaboration of a joint project for a homelessness strategic plan, development of services, and the implementation of strategies where the communities measurably reduce and end homelessness and sustain the progress thereof is in the common interest of both parties hereto; and

**NOW THEREFORE**, in consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

**Section 1. Purpose.** The purpose of this AGREEMENT is to establish the scope of coordination as it relates to creating a homelessness strategic plan and implementing a regional approach to addressing homelessness and responsibilities of each party as it relates to these efforts.

**Section 2. Strategic Plan.** KILLEEN and TEMPLE will jointly work to create a five-year strategic plan addressing mental health and homelessness to reduce and prevent homelessness in the region and strengthen the physical health, mental health, and social service supports for individuals experiencing or at risk of homelessness in the region.

A. TEMPLE will serve as the project manager for the strategic plan, issue the request for proposals, and enter into a contract with the selected Consultant.

B. KILLEEN AND TEMPLE agree once the proposals are submitted, both parties will be equally involved in selecting the Consultant and work to establish an acceptable calendar of work.

C. KILLEEN AND TEMPLE agree to work jointly throughout the process and development of the plan.

D. KILLEEN AND TEMPLE will assume all costs equally associated with the strategic plan, not to exceed \$50,000 by either Party. TEMPLE will invoice KILLEEN on a monthly basis for services rendered by the selected Consultant. KILLEEN will remit payment within 30 days of receiving the invoice.

E. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party. Parties agree to comply with all applicable regulations associated with the use of any federal funds.

**Section 3. Regional Coordination and Implementation.** KILLEEN AND TEMPLE will work cooperatively to implement strategies identified by the Consultant in the Strategic Plan to develop a regional plan to reduce homelessness.

**Section 4. Additional Agreements.** This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

**Section 5. Joint Obligations.** The Parties agree:

A. To meet upon request of either Party throughout the course of the Agreement to review the status, discuss any concerns that might arise, and coordinate any decisions materially affecting this Agreement.

B. Not to unreasonably interfere with or delay progress under this Agreement.

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

D. 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 regarding permits or other entitlements issued pursuant to this Agreement.

E. 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.

**Section 6. Term.** This Agreement will be deemed to be effective (“Effective Date”) after approval of each Party’s governing body and upon the date of the last signature and shall terminate upon the earliest to occur: a) thirty days following written notice by any party hereto prior to expenditure of funds; b) termination pursuant to Section 8 below; OR c) mutual agreement.

**Section 7. Relationship of Parties.** The parties shall not be deemed in a relationship of partners or joint venturers by virtue of this Agreement, nor shall either party be an agent, representative, trustee or fiduciary of the other. No party shall have any authority to bind the other to any agreement. This Agreement is not assignable or transferable by either party without the all other parties’ written consent.

**Section 8. Default and Remedies.**

A. Each of the following constitutes a material breach of this Agreement and an Event of Default: (i) failing to fully and timely perform any covenant under this Agreement; and (ii) making any representation found to be materially false, misleading, or erroneous in connection with the Project.

B. If any party should commit an Event of Default, the party alleging such default shall give the other party not less than ten (10) days’ notice specifying the nature of the alleged breach and, when appropriate, the manner in which the alleged breach may be satisfactorily cured. Notwithstanding the preceding sentence, if the nature of the alleged failure is such that the giving of ten (10) days’ written notice is impractical due to a threat of harm to life or property, then the party alleging the failure shall give the other party such notice as may be reasonable under the circumstances.

C. In the event of an Event of Default that is not timely cured, the non-defaulting Party may (but shall not be obligated to), without prejudice to any other available right or remedy: (i) terminate this Agreement; (ii) seek recovery of any damage suffered; (iii) cure the default and receive reimbursement from the defaulting Party for all reasonable expenses incurred in doing so; (iv) discontinue payment or performance under this Agreement until the default is cured; (v) exercise any other remedy granted by this Agreement or by applicable law; or (vi) any combination of the foregoing.

D. Each party waives all special, incidental, consequential or punitive damages.

E. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

F. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees in addition to any other relief to which that party may be entitled.

**Section 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 or facsimile transmission. Notice given by mail shall be effective three (3) 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 or facsimile transmission shall only be deemed received if the transmission thereof is confirmed and such notice is followed by written notice as provided in subparts (a) or (b) within three (3) business days following the e-mail or facsimile notice. 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 affected 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 TEMPLE:

---

---

---

---

TO KILLEEN:

---

---

---

---

**Section 10. Miscellaneous.**

A. Assignment of Contract. Parties may not assign this Agreement or any rights under the Agreement without the prior written consent of the other party, and any attempted or purported assignment in the absence of such consent shall be void. However, nothing herein shall be construed to prevent Killeen from subcontracting as provided herein.

B. Binding Effect. Subject to the provisions regarding assignment, this Agreement shall be binding on the Parties and their respective representatives, successors and permitted assigns.

C. 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.

D. 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.

E. Severability. The provisions of this Agreement are severable. If a court or government agency of competent jurisdiction finds that any provision of this Agreement is 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, except when such construction would operate as an undue hardship on a Party, or constitute a substantial deviation from the general intent and purpose of such parties as reflected in this Agreement.

F. 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. Each Party executes this Agreement only after first having obtained, or having had the opportunity to obtain, competent legal advice. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders. 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 represents the result of extensive discussion between the parties, and thus should not be construed strictly for or against either party.

G. 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.

H. Multiple Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, or the acknowledgment of such Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter

attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

I. 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.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF KILLEEN, TEXAS, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and executed by its authorized representative.

By: \_\_\_\_\_  
Kent Cagle, City Manager

\_\_\_\_\_ Date

ATTEST:  
\_\_\_\_\_  
Lucy Aldrich, City Secretary

APPROVED BY THE CITY COUNCIL FOR THE CITY OF TEMPLE, TEXAS, in its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and executed by its authorized representative.

By: \_\_\_\_\_  
Brynn Myers, City Manager

\_\_\_\_\_ Date

ATTEST:  
\_\_\_\_\_  
Jana Lewellen, City Secretary