

**CENTRAL TEXAS COUNCIL OF GOVERNMENTS
INTERLOCAL AGREEMENT FOR PASS THROUGH FUNDING SERVICES**

This Interlocal Agreement is made, entered and executed between the City of Killeen and the Central Texas Council of Governments, hereinafter called CTCOG.

WITNESSETH

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the City of Killeen and CTCOG do mutually agree as follows.

AGREEMENT

Article 1. Contract Period

This Interlocal Agreement becomes effective when fully executed by all parties hereto and shall terminate on August 31, 2018 unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The City of Killeen shall hold a Household Hazardous Waste collection event in the first quarter of 2018, with an anticipated event date of February 3, 2018. The City shall contract with their chosen HHW event vendor, and shall be responsible to vendor for all event contracted costs. As the event will be supported by the CTCOG, it shall be open to all residents of the CTCOG region. If the event must be postponed due to inclement weather or other unforeseen circumstances, the Parties will cooperate in good faith to reschedule the event as soon thereafter as reasonably practicable.

CTCOG shall support the City of Killeen 2018 Household Hazardous Waste collection event in the amount of twenty thousand dollars (\$20,000.00). Payment to the City of Killeen shall be made within thirty days of receipt of an invoice from the City of Killeen.

Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Article 3. Interlocal Agreement Amendments

Changes in the terms and conditions of this Interlocal Agreement can be made only by written amendment executed by the parties hereto prior to the changes being made. Any such amendment must be approved by the City of Killeen and CTCOG.

Article 4. Changes in Work

CTCOG and the City of Killeen must mutually agree to all changes made to the project description.

Article 5. Indemnification

CTCOG shall save and hold harmless the City of Killeen from all claims and liability due to the acts or omissions of CTCOG, its agents or employees. CTCOG also agrees to save and hold harmless the City of Killeen from any and all expenses, including attorney fees, all court costs and awards for damages, incurred by CTCOG in litigation or otherwise resisting such claims or liabilities as a result of any activities of CTCOG, its agents or employees.

Article 6. Disputes

City of Killeen shall be responsible for the settlement of all contractual and administrative issues arising out of procurement entered into in support of Interlocal Agreement work.

Article 7. Reporting

CTCOG shall submit performance reports as specified by its contract with the Texas Commission on Environmental Quality (TCEQ). Reports shall be made available to the City of Killeen upon request.

CTCOG shall promptly advise the City of Killeen in writing of events which have a significant impact upon the Interlocal Agreement, including:

Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

Article 8. Records

For the term of this Agreement and as required by law, City of Killeen agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office for inspection by the authorized representatives of the CTCOG for the purpose of making audits, examinations, excerpts, and transcriptions.

For the term of this Agreement and as required by law, CTCOG agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office for inspection by the authorized representatives of the City of Killeen for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 9. Termination

Either party may terminate this Interlocal Agreement in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the Interlocal Agreement. Either party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this Interlocal Agreement agree that the continuation of the Interlocal Agreement in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Except with respect to defaults of subcontractors, the parties shall not be in default by reason of any failure in performance of this Interlocal Agreement in accordance with its terms (including any failure by either party to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of either party. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the parties.

Article 10. Remedies

Violation or breach of Interlocal Agreement terms by CTCOG shall be grounds for termination of the Interlocal Agreement, and any increased cost arising from CTCOG's default, breach of Interlocal Agreement, or violation of terms shall be paid by CTCOG.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 11. Successors and Assigns

The City of Killeen and CTCOG each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. Neither the City of Killeen nor CTCOG shall assign, sublet, or transfer its interest in this agreement without written consent of the other.

Article 14. Signatory Warranty

The undersigned signatory for CTCOG hereby represents and warrants that he is an officer of the organization for which he has executed this Interlocal Agreement and that he has full and complete authority to enter into this Interlocal Agreement on behalf of his organization.

Article 15. Equal Employment Opportunity

CTCOG agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR60).

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED DUPLICATE COUNTERPARTS TO EFFECTUATE THIS AGREEMENT.

The City of Killeen

CTCOG

Ronald L. Olson
City Manager
City of Killeen



Jim Reed
Executive Director
Central Texas Council of Governments

ATTEST:

ATTEST:

Date:

Date:
