

**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 and in accordance with Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, 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, 2024 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 spring of 2024, with an anticipated event date of May 4, 2024. CTCOG shall contract with Clean Earth Environmental Solutions, Inc, the chosen vendor, for hazardous waste collection services and City shall reimburse CTCOG for a portion of costs as described herein. As the event will be supported by CTCOG, it shall be open to all residents of the CTCOG region.

CTCOG shall support the City of Killeen spring 2024 Household Hazardous Waste collection event in an amount not to exceed twenty thousand dollars (\$20,000.00) that was allocated by the CTCOG Solid Waste Advisory Committee at their August 31, 2023 meeting.

The City of Killeen shall pay CTCOG the difference between the above dedicated amount from CTCOG and the total event cost within thirty days of receiving an invoice from CTCOG. The City of Killeen's portion of the costs shall not exceed budgeted costs for this event of forty-five thousand dollars (\$45,000.00). Any overages in event costs beyond previously stated amounts are to be negotiated between the City of Killeen and Clean Earth Environmental Solutions.

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

If the event date must be postponed due to inclement weather or other circumstances, the Parties will cooperate in good faith to reschedule the event as soon thereafter as reasonably practicable.

**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**

Intentionally Omitted.

**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**

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 CTCOG for the purpose of making audits, examinations, excerpts, and transcriptions.

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#### **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 12. 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 13. 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**

\_\_\_\_\_  
**Kent Cagle**  
**City Manager**  
**City of Killeen**

**ATTEST:**

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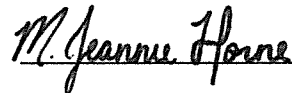
**Date:**

\_\_\_\_\_

**CTCOG**

  
\_\_\_\_\_  
**Jim Reed**  
**Executive Director**  
**Central Texas Council of Governments**

**ATTEST:**

  
\_\_\_\_\_

**Date:**

01/29/2023