Agreement
Between The City of Nolanville and The City of Harker Heights

Effective Date: April 14, 2025

Purpose

This Agreement is entered into by and between the City of Nolanville ("Nolanville") and the City of Harker Heights ("Harker Heights") to establish the terms for housing stormwater equipment owned by Nolanville at Harker Heights' wastewater treatment plant office building ("Facility"). This agreement reflects a shared commitment to efficient resource management and regional collaboration in stormwater management efforts.

Scope of Agreement

1. Stormwater Equipment Covered:

Nolanville will house the following stormwater-related equipment at the Harker Heights Facility, located at 430 Pecan Drive, Harker Heights, Texas 76548 ("Premises"):

- See attached **Exhibit A** Excel Spreadsheet-Lab Inventory

2. Duration:

This Agreement will be effective from the signed date on this Agreement and will remain in effect until terminated by either party in accordance with the terms outlined below.

3. Facility and Space:

Harker Heights agrees to allocate secure and accessible space within the Premises for the housing of the stormwater equipment.

4. Access:

- Nolanville must notify Harker Heights at least 24 hours in advance for non-emergency access to the equipment during normal business hours, Monday-Friday between 7am-4pm.

- Nolanville must notify Harker Heights at least 72 hours in advance for non-emergency access at hours other than Monday – Friday between 7am-4pm.

- For so long as this Agreement is in effect, employees of Nolanville who are authorized to access the equipment shall also have access to the common areas of the Premises which are limited to the bathroom and breakroom within the Facility.

5. **Maintenance and Liability:**

- Nolanville is responsible for the maintenance, upkeep, and safe operation of the stormwater equipment.

- Nolanville will be responsible for any damage caused to the Premises by any employee or contractor of Nolanville.

- In regard to the matters covered by this Agreement, both Nolanville and Harker Heights shall add each other as an additional insured under their coverage agreements with the Texas Municipal League Intergovernmental Risk Pool.

- Harker Heights shall not be responsible for any damage caused to the equipment described on **Exhibit A** unless such damage is caused by an act or omission of an employee of Harker Heights or an unreasonably dangerous condition of the Premises.

6. **Utilities and Costs:**

- Harker Heights will provide basic utilities (e.g., electricity, security) needed to store the equipment at no additional charge.

- Nolanville will bear all costs related to the operation, repair, and maintenance of the equipment.

7. **Use of Equipment:**

Once the equipment described on **Exhibit A** is in place within the Harker Heights Facility, Nolanville will use the equipment to conduct stormwater water quality testing in accordance with the TCEQ standards, the approved Nolan Creek Watershed Protection Plan, any standards required by stormwater grants for the Nolan Creek Watershed, and stormwater training.

8. **Removal of Equipment:**

Nolanville shall remove all of the equipment from the Premises within ten (10) days of the date of termination of this Agreement. If the equipment has not been removed within ten (10) days after the termination of this Agreement, Nolanville and Harker Heights agree that the equipment will become the property of Harker Heights.

Responsibilities of the Parties

1. **Nolanville:**

- Notify Harker Heights of any planned removal, servicing, or replacement activities.

- Keep all equipment in operable condition and repair.

- Provide Harker Heights with a list of personnel and contact information for said personnel that are authorized to utilize the equipment ("List"). This list shall be provided by April 14th at least annually. Additionally, an updated list shall be provided to Harker Heights within 24 hours of removal of access permission for an employee.

- Provide Harker Heights with a list containing the quantity and name of chemicals stored and utilized by Nolanville at the Facility by April 14th at least annually or when quantities or type changes.

- Provide for disposal of chemicals and stormwater testing materials in accordance with TCEQ standards.

2. **Harker Heights:**

- Provide secure and weather-protected storage for the equipment.

- Provide power for the equipment listed in **Exhibit A** while located in the Facility.

- Notify Nolanville promptly of any issues at the Premises that may impact the condition or accessibility of the equipment.

- Provide Nolanville with the contact information to utilize when submitting Nolanville's List, and making contact to access the Facility by April 14th at least annually.

Termination

Either party may terminate this agreement with 30 days written notice.

Miscellaneous Provisions

1. **Amendments:** This Agreement may be amended only in writing and signed by both parties.

2. **Governing Law:** This Agreement shall be governed by the laws of the State of Texas.

Signatures

By signing below, the parties agree to the terms and conditions outlined in this Agreement.

CITY OF NOLANVILLE

Signature: Teresa Chandler Digitally signed by Teresa Chandler
DN: CN=Teresa Chandler, OU=City of Nolanville Tx, O=City Secretary, E=tchandler@nolanville.com, C=US
Reason: I am approving this document with my legally binding signature
Location: your signing location here
Date: 2025-06-27 16:26:50
Foxit PhantomPDF Version: 9.7.0

Name: Teresa Chandler

Title: City Manager

Date: 6/26/2025

CITY OF HARKER HEIGHTS

Signature: David Mitchell

Name: David Mitchell

Title: City Manager

Date: 07/28/2025

Kristina Ramirez

From:	Misha Johnson <mjohnson@nolanvilletx.gov>
Sent:	Tuesday, July 22, 2025 8:21 AM
To:	Kristina Ramirez
Subject:	Equipment MOA
Attachments:	Copy of Lab Donation Inventory (1).xlsx; Memorandum of Agreement with City of Nolanville-draft-040425-COHH.pdf
Follow Up Flag:	Flag for follow up
Flag Status:	Flagged

> You don't often get email from mjohnson@nolanvilletx.gov. Learn why this is important

Good morning,

My apologies for the delay. Please see the attached MOA between the City of Nolanville and the City of Harker Heights. At your convenience, please let us know a good day and time for the equipment to be picked up or dropped off. I will be out of the office starting tomorrow until August so please coordinate with Valencia for delivery.

The following individuals are authorized to access equipment stored at Harker Heights:

- **Valencia Ramirez**, Nolan Creek Watershed Coordinator – vramirez@nolanvilletx.gov
- **Jessica Navarro**, Planning & Development Coordinator – jnavarro@nolanvilletx.gov
- **Chris Atkinson**, Director of Public Works – catkinson@nolanvilletx.gov

Thank you for your time and assistance. Please don't hesitate to reach out if you need any additional information.

Misha Johnson CCCII
City Secretary

THE CITY OF NOLANVILLE

101 N. 5th Street | Nolanville, Texas 76559
Office: 254-698-6093 | Fax: 254-698-2540

ATTENTION PUBLIC OFFICIALS:
A "Reply to All" of this e-mail could lead to violations of the Texas Open Meetings Act.
Please reply only to the sender.

Item	Contents	Expiration Date	Notes
Chloride Test Kit	Phenolphthalein Indicator 1%	5/22	
	ChlorideReagent #1	NA	
	Chloride Reagent #2	NA	
	Sulfuric Acid 0.5N	NA	
	Titrator 0-200		
	15ml Test Tube Glass W/ Lid		
Ammonia Nitrogen Test Kit	Ammonia Nitrogen Reagent #1	11/22	
	Ammonia Nitrogen Reagent #2	11/21	
	5mL Test Tube Glass w/ Cap		only 1 of 2
	Ammonia Nitrogen Comparator 1-8ppm		
Sulfide Test Kit	Sulfide Reagent A	9/20	
	Sulfide Reagent B	4/24	
	Sulfide Reagent C	9/22	
	5mL Test Tube Glass w/ Cap		only 1 of 2
	Pipet 1mL Plastic		
	Sulfide Comparator 0.2-20 ppm		
Alkalinity Test Kit	Phenolphthalein Tablets	7/19	
	BCG-MR Indicator Tablets	3/19	
	Alkalinity Titration Reagent B	8/21	
	15ml Test Tube Glass W/ Lid		
	Titrator 0-200		
Silica Test Kit	Silica Reagent #1	12/10	
	Silica Reagent #2	6/10	
	Silica Reagent #3	6/11	
	Reducing Reagent	2/10	
	5mL Test Tube Glass w/ Cap		No Caps
	Pipet 0.5 mL Plastic		2
	Silica Comparator 0.5-10ppm		
Dissolved Oxygen Test Kit	Manganous Sulfate Solution	5/11	
	Alkaline Potassium Iodide Azide	6/11	
	Sulfamic Acid Powder	6/10	
	Sulfuric Acid 1:1		Not in Kit
	Sodium Thiosulfate 0.025N	12/09	
	Starch Indicator	12/09	
	Spoon 1g Plastic		
	Titrator		Needs new tip
	25Ml Test Tube Glass W/ Lid		
	60mL Water Sampling Bottle Glass		
Carbon Dioxide Test Kit	Phenolphthalein Indicator 1%		No date on bottle
	Carbon Dioxide Reagent B		No date on bottle
	Titrator 0-50		
	25Ml Test Tube Glass W/ Lid		

Wide Range Colorimetric pH Test	Wide Range Indicator	1/14	
	Range Comparator 3-10pH		
	5mL Test Tube Glass w/ Cap		2 caps
Hardness- Total, Calcium & Magnesium Hardness Test Kit	Sodium Hydroxide Reagent w/Metal	4/11	
	Calcium Hardness Indicator Tablets		No date on bottle
	Hardness Reagent #5	6/09	
	Hardness Reagent #6 Tablets	1/10	
	Hardness Reagent #7	2/11	
	25ml Test Tube Glass W/ Lid		
	Titrator 0-200		
	Pipet 0.5 mL Plastic		
Nitrate-Phosphate in Water Test Kit	Mixed Acid Reagent	10/22	Corrosion on Cap
	Nitrate Reduciong Reagent	11/20	
	Phosphate Acid Reagent	4/19	
	Phosphate Reducing Reagent	9/21	
	10 mL Test Tube Glass w/2 Caps		No Caps, 3 of 4 tubes
	Spoon 0.1g Plastic		2
	1mL Plastic Pipet		
	Cap, Pull 'n' Push		Not in Kit
	5mL Distilled Water Ampoule		
	Axial Reader		Not in Kit
	Nitrate -N & Phosphate Comparator		
Storm Drain Kit	250mL Beaker Plastic		Not in Kit
	10mL Graduated Cylinder Plastic		
	Octa Slide Viewer		
	Test Tube Brush		Not in Kit
	Chlorine DPD #4R Tablet	10/19	
	Test Tube Plastic w/Caps		1 of 2
	Chlorine Octa-Slide Bar 0.2-3ppm		
	Aminoantipyrine Reagent		No date on bottle
	Ammonium Hydroxide Solution		No date on bottle
	Potassium Ferricyanide Solution		1 of 2 No date on bottle
	Spoon 0.1g Plastic		
	0.5mL Pipet Plain Glass w/Cap		
	Pipet Assembly, 1mL Plastic w/Cap		Not in Kit
	Phenols Octa-Slide Bar 0-5ppm		
	Sample Reaction Tube Glass 10mL w Cap		
	Copper Reagent #1		No date on bottle
	Copper Octa-Slide Bar, 0-4ppm		
	Detergent Reagent #1		No date on bottle
	Detergent Reagent #2		No date on bottle
	Detergent Reagent #3		Bottle Empty
	Spoon 1g Plastic		

	Bottle Glass French 65mL -75mL		
	Test Tubes Turbidity w/ Caps		2 Not in Kit
	Turbidity Octa-Slide Bar Low-Med-High		
	pH Testr 10		Needs Batteries
Quanti-Tray Sealer Model 2x			
Acids & Corrosives Storage Bin			
Thermo Scientific Incubator			
Thermolyn Incubator			
Multiparameter Display System			?
American Biotech Supply Refridgerator			
YSI 6150 ROX Optical DO Probe Kit			
YSI 6560 COND/TEMP Probe Kit			
YSI 6136 Turbidity Probe Kit			
Trimble GeoExplorer 6000 series Kit			?
SonTek Flow Tracker			
Quanti -Tray 2000			70 trays
Sterile Disposable Serological Pipettes			31 set of 25 $97 each
Secchi Disk Kit			3
YSI 6820 V2			