

**INTERLOCAL AGREEMENT
BETWEEN THE
CITY OF LITTLEFIELD,
TEXAS
AND
LAMB COUNTY, TEXAS**

FILED FOR RECORD
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TARRANT COUNTY CLERK LAMB CO. TX

STATE OF TEXAS §
 §
COUNTY OF LAMB §

An Agreement ("Agreement") is made and entered into by and between the City of Littlefield, Texas, a municipal corporation and home-rule city ("City"), and Lamb County, Texas ("County") in accordance with the Texas Government Code Ann., Chapter 791, Interlocal Cooperation Contract (Vernon's 2012 and Supp. 2014).

WITNESSETH

WHEREAS, the City of Littlefield currently has possession and legal ownership of Houston Avenue; and

WHEREAS, Lamb County has been awarded public works grant funds from the U.S. Department of Commerce, Economic Development Administration (EDA) to aid in economic development in association with jobs created through Continental Dairy Facilities Southwest; and

WHEREAS, the City and County desire to enter into an Agreement for a Project to redevelop, expand and reconstruct Houston Avenue between N. Eastside Avenue and FM 54 in Littlefield, Lamb County, Texas (the "Project") upon the above-described property and determine that such development and expansion is in the best interest of the City's and County's citizens and promotes economic development stimulating the economy for both governmental entities; and

WHEREAS, to promote such economic development in this illustrated area, the City and County plan to install reclaimed 8" asphalt and dense-graded hot mix asphalt to the area; and

WHEREAS the City and County further find that the joint construction of this Project will enable the two governmental entities to pool their resources and provide the most effective, economic, and efficient means of developing such Project; and

WHEREAS, this Agreement is made pursuant to the Interlocal Cooperation Act at Texas Government Code Ann. at Chapter 791, authorizing and encouraging governmental entities to cooperate in contracting at the local level between counties and cities and other political subdivisions of the state with the purpose of improving efficiency and effectiveness of government, for the public purpose of expanding and improving the quantity and quality of community services for industrial growth opportunities within the City of Littlefield and Lamb County; and

WHEREAS, the above-stated governmental entities intend that this Agreement set forth the rights and responsibilities of each entity pertaining to the redevelopment, expansion, construction, and operation of the Project; and

WHEREAS, such Project should expand and improve the quantity and quality of locations available within the vicinity of the City and County and stimulate state and local industrial development through private investment and community revitalization in the City of Littlefield and Lamb County, Texas; and

NOW, THEREFORE, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and County agree as follows:

I. Authorization

1.01. The City of Littlefield, Texas and Lamb County, Texas are authorized to execute this Agreement pursuant to the Interlocal Cooperation Act at Texas Government Code Ann., at Chapter 791 and Texas Constitution, Article III, Section 52-a (Vernon's 2007). Upon execution, this Agreement constitutes a valid and binding obligation of the City and County to expand and develop community services for economic growth opportunities within the City of Littlefield and Lamb County. The development of such Project will be supported with public funds from the Lamb County EDA grant as well as other governmental funds as needed for the public purpose of encouraging private investment and community revitalization by improving and expanding the quantity and quality of community services to stimulate economic growth opportunities.

II. Term

2.01. This Agreement shall become enforceable upon execution by the City and County and shall be effective on the final execution date. Unless terminated earlier in accordance with its terms, this Agreement shall terminate on the earlier of (a) the completion of all obligations of each party to the Agreement, or (b) 9/28/2021. However, to the extent that this Agreement constitutes a multiple fiscal year City and County obligation, this Agreement may be terminated within thirty (30) days after written notice by the City or County in the event that funds for this Agreement are not appropriated by their governing body, which is the City Council or the County Commissioners.

IV. Project Development Obligations

- 4.1. Lamb County will invest all remaining EDA grant funds (#08-01-05131) into the costs associated with the reconstruction of Houston Avenue.
- 4.2. Lamb County will remain the fiduciary agent responsible for collecting and disseminating grant funds and payment of project expenditures.
- 4.3. Additional, unforeseen project costs are not the responsibility of Lamb County but will be negotiated through all parties.
- 4.4. The City of Littlefield will retain ownership and oversight of all maintenance on Houston Avenue for the useful life of the road.

V. General Terms

7.1. Mutual Assistance. The City and County shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement.

7.2. Agreement Not a Debt. The City and County hereto intend that this Agreement comply with the provisions of Texas Government Code Ann., at Chapter 791 and the Texas Constitution, Article III, at Section 52-a, and thereby, not create a debt. If a court of competent jurisdiction holds that such an agreement does create a debt for the purposes of the Texas Constitution, Article XI, Section 5 or other provisions of the Texas Constitution, then the City and County hereby agree to reform or amend this Agreement to add such provisions necessary to make the City and County payment obligations payable solely from currently available funds and subject to annual appropriations.

7.3. Representation of Warranties. The City and County both represent and warrant that this Project to purchase, design, construct, operate, and maintain an Industrial Park for the public purpose of promoting local expansion and improvement of the quantity and quality of community services for industrial growth opportunities is essential for the development of a viable community to alleviate physical and economic distress through the stimulation of private investment and community revitalization.

7.4. Default. If either the City or County should default in the performance of any obligations of this Agreement, then the other party not defaulting shall provide such defaulting party written notice of the default, and a minimum period of ninety (90) days after the receipt of said notice to cure such default, prior to

instituting an action for breach or pursuing any other remedy for default. However, in the event the breach that occurs is not reasonably susceptible of being cured within said ninety (90) day period, then said period shall automatically be extended for the reasonable period of time required to cure said breach so long as the breaching party shall have commenced to cure said breach during said ninety (90) day period and thereafter diligently pursues the cure thereof until cured. However, to the extent that this Agreement constitutes a multiple fiscal year City and County obligation, this Agreement may be terminated within thirty (30) days after written notice by the City or County in the event that funds for this Agreement are not appropriated by their governing body, which is the City Council or the County Commissioners.

7.5. Changes and Amendment. Except as specifically provided otherwise in this Agreement, any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this Agreement.

7.6. Entire Agreement. This Agreement contains the entire Agreement between the parties. All prior negotiations, discussions, correspondence, and preliminary understandings between the parties and others relating hereto are superseded by this Agreement. This Agreement may only be amended, altered or revoked by written instrument signed after approval of their governing bodies to execute such change.

7.7. Assignment. Except as provided, the City and County may not assign all or part of their rights and obligations to a third party without prior written approval of both parties after approval of their respective governing bodies.

7.8. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

City of Littlefield, Texas
City Manager
301 XIT Drive
Littlefield, Texas 79339

Lamb County, Texas
Lamb County Judge
100 6th Drive
Littlefield, Texas 79339

Either party may designate a different address at any time upon written notice to the other party.

7.10. Sovereign Immunity. Nothing

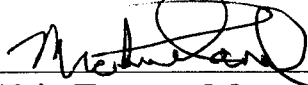
7.11. herein shall be construed to enlarge or otherwise modify the immunity from suit or liability enjoyed by the City and the County under current law. Nothing in this Agreement shall create any rights in or for any third parties not a party to this Agreement.

7.12. Severability. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties

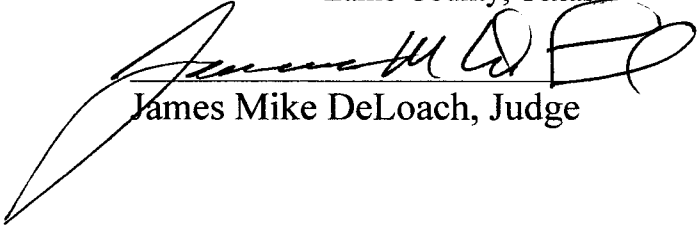
of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement, which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

WITNESS our hands this 10 day of August, 2018

City of Littlefield


Eric Turpen, Mayor Pro Tempore
Michael Rangel *MR*

Lamb County, Texas


James Mike DeLoach, Judge