

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

This Sunset Boulevard Maintenance Agreement (the "Agreement") is made and entered into by and between Lamb County, Texas, a political subdivision of the State of Texas (the "County") and the City of Littlefield, Texas, a home-rule municipal corporation of the State of Texas (the "City").

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code, to increase the efficiency and effectiveness of local governments, authorizes local governments to contract, to the greatest possible extent, with one another for governmental functions that the parties are mutually interested, such as road improvements and maintenance, for such periods and under such conditions as the parties deem advisable; and

WHEREAS, in furtherance of the public health safety and welfare of the citizens of the Lamb County and the City of Littlefield, the City and County find it mutually beneficial to exercise the powers bestowed upon them by State law to enter into this Sunset Boulevard Maintenance Agreement, detailing the obligations and duties of both the City and the County for the benefit of the City and the County.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recital Incorporated.** The findings and recitals outlined above are agreed to by the parties and incorporated into this Agreement.

2. **Public Benefit & Purpose.** The respective governing body of each party finds that: the subject of this Agreement is necessary for the benefit of the public; and, that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and, that the division of cost fairly compensates the performing party for the services performed under this Agreement; and the performance of this Agreement is in the common interest of both parties.

3. **City's Obligations and Duties.** The City will, at its own cost and expense, perform the following obligations and duties:

- a. Mow and water stage area grass from the parking lot of the Ag Center to Hall Avenue in preparation of the annual Celebrate Littlefield Event
- b. Include Sunset Blvd in its regular City sealcoating (chip seal) rotations (typically completed every 10 years)
- c. Subject to availability of personnel and prioritization of competing needs for maintenance services, repair potholes on Sunset Blvd.

4. **County's Obligations and Duties.** The County will, at its own cost and expense, perform the following obligations and duties:

- a. Provide equipment, labor, and expertise to maintain all unpaved areas east of Hall Avenue up to the City Limits.

5. **Quality of Maintenance.** It is understood and agreed that the City and the County will perform their respective obligations and duties in a sound and competent manner and

exercising the degree of care, skill and diligence in the performance thereof as is exercised by a reasonable person under similar circumstances.

6. Independent Contractor Status. As to City operations and services, County and any of its loaned employees are independent contract vendors and not an employee or agent of City. County retains sole determination as to the best manner, means, and methods for procuring and delivering the maintenance services contemplated in this Agreement. As an independent contractor, County has no authority or right to represent or commit to any matter on behalf of City, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement. Likewise, as to County operations and services, City and any of its loaned employees are independent contract vendors and not an employee or agent of County. City retains sole determination as to the best manner, means, and methods for procuring and delivering the maintenance services contemplated in this Agreement. As an independent contractor, City has no authority or right to represent or commit to any matter on behalf of County, unless such authority is expressly stated or of necessity can be reasonably implied from the terms of this Agreement.

7. Indemnification. **Subject to the limitations as to liability and damages in the Texas Tort Claims Act and without waiving its governmental immunity, each party agrees to hold harmless each other, its governing board, officers, agents and employees for any liability, loss, damages, claims or causes of action caused or asserted to have been caused directly or indirectly by any other party to this Agreement, or any of its officers, agents or employees, or as the result of its performance, or any of its officers, agents or employees, under this Agreement.**

8. Liability. The purpose of this Agreement is only to set forth the rights and duties of the Parties regarding the governmental function or services described. This agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each Party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

9. Term/Termination.

- a. The initial term of this Agreement shall be for a period of one year beginning on the Execution Date. Thereafter, this Agreement shall renew automatically on an annual basis on the anniversary of the Execution Date.
- b. Notwithstanding anything herein to the contrary, either party may terminate this Agreement at any time, for any reason, in their sole and absolute discretion, by giving the other party forty-five (45) days written notice per the notice provisions outlined in this Agreement.

10. Entire Agreement, Amendments. This Agreement contains the entire understanding between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. No modification or waiver of this Agreement or any provision hereof, nor consent to any departure therefrom shall in any event be effective, irrespective of any course of dealing between the parties, unless the same shall be in a writing executed by a duly authorized representative of the party whose rights are being waived, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given.

11. Jurisdiction/Venue. This Agreement is to be construed under Texas law, and venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Lamb County, Texas.

12. No Third-Party Beneficiaries. There is no third-party beneficiary to this Agreement, and nothing contained in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and County.

13. No Joint Venture. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership, or principal – agent relationship between County and City. The rights and obligations of the parties are to be governed strictly by this Agreement and it is not intended that there shall be any lending of credit by one party to the other or that either party shall be entitled to create any obligation binding on the other party not specifically provided for herein. Nothing herein shall be construed as a loan or pledge of credit or assets by City as prohibited by Article 3, Section 52 of the Texas Constitution or otherwise.


14. Current Revenues/Termination for Non-Appropriation. The City and County recognize that any payments made for performance under this Agreement shall be and are subject to the current revenues available to the paying party. Either party may terminate this Agreement, without incurring liability except to pay for any services already rendered, if funds sufficient to pay obligations hereunder are not appropriated by the respective governing bodies of the parties. Any party terminating due to non-appropriation shall provide the other party ten (10) days written notice of its intent to terminate this Agreement.

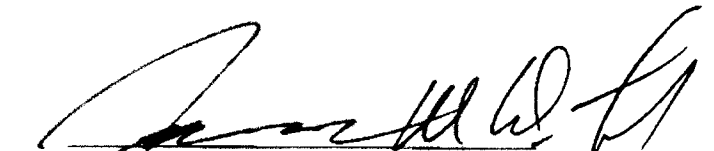
15. Execution/Multiple Originals. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by the governing bodies of the respective parties. This Agreement may be executed in two counterparts, each of which shall constitute an original.

EXECUTED on this the 28 day of September, 2021 (the "Execution Date")

CITY OF LITTLEFIELD, TEXAS

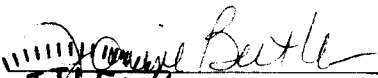
LAMB COUNTY, TEXAS

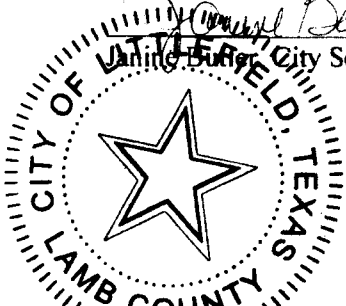

Eric Turpen, Mayor


James M. DeLoach, County Judge

ATTEST:

ATTEST:


Janine Butler, City Secretary




Tonya Ritchie, County Clerk

