

INTERLOCAL COOPERATION AGREEMENT
FOR APPLICATION DEVELOPMENT AND ADMINISTRATION SERVICES
U.S. EDA DISASTER SUPPLEMENTAL PROGRAM

THE STATE OF TEXAS

§

COUNTY OF LUBBOCK

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§

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 31 day of July, 2023 by and between the City of Littlefield and Lamb County, hereinafter referred to as the "Littlefield/Lamb County", being political jurisdictions of the State of Texas, and the South Plains Association of Governments, hereinafter referred to as "SPAG", a political subdivision of the State of Texas organized under Chapter 391 of the local government code, acting by and through its Executive Director.

WHEREAS, both parties to this Agreement are local governments as defined in Chapter 791 of the Texas Government Code, and this Agreement is entered into pursuant to the provisions of said Code which is commonly referred to as The Interlocal Cooperation Act.

WHEREAS, SPAG is agreeable to provide grant application preparation and grant administration expertise (if funded) needed by Littlefield/Lamb County for the FY 2023 EDA Disaster Supplemental Program under the terms and conditions found in this Agreement.

WHEREAS, this Interlocal Agreement is comprised of Part A (Application Development) services to be rendered at no cost to the Littlefield/Lamb County and Part B (Project Management) services to be rendered at a cost to be agreed to in an amendment to this Agreement in the event that the Littlefield/Lamb County receives funding under the FY 2023 EDA Disaster Supplemental Program from the U.S. Economic Development Administration (EDA).

NOW, THEREFORE SPAG agrees to provide application development services at no cost to the Littlefield/Lamb County. The following described application development and management services to the Littlefield/Lamb County, to-wit:

A. Application Development

1. Pre-Development (unrelated to project specific development & which may have occurred prior to interlocal agreement under existing SPAG/ Littlefield/Lamb County relationships)
 - a. Coordinate public hearing as required for application submittal.
 - b. Assist in the preparation and presentation of required resolution for application submittal to the U.S. Economic Development Administration.
2. Provide general advice and technical assistance to the Littlefield/Lamb County on application development and regulatory matters.
3. Assist Littlefield/Lamb County application preparation and development meeting all grant application requirements.

4. Assist in pre-application engineering selection including proper procurement methods as dictated by the U.S. Economic Development Administration as appropriate to the Littlefield/Lamb County.
5. Coordinate with project engineer to development and include required service area maps, cost estimates and other documentation as required by the grant application process.
6. Prepare and publish final notice of application submittal as required for application submittal.
7. Final determination on the submission of an application under the FY 2023 EDA Disaster Supplemental Program will be at the Littlefield/Lamb County's discretion as noted in their resolution authorizing a local official to submit said application.

B. Project Management

1. Development of details related to project management activities and fees will be specified via an amendment to this Agreement at such time as the FY 2023 EDA Disaster Supplemental Program Grant Application is selected for funding (if selected).
2. The Project Management amendment will include administrative fees as developed in the Littlefield/Lamb County's FY 2023 EDA Disaster Supplemental Program Grant Application and all EDA required language for administrative Agreements at the time of FY 2023 EDA Disaster Supplemental Program funding award.
3. It is expressly understood that the execution of this Interlocal Agreement does not imply or guarantee the Littlefield/Lamb County will receive funding under the FY 2023 EDA Disaster Supplemental Program.
4. The execution of this interlocal agreement establishes a contractual relationship between SPAG and the Littlefield/Lamb County prior to the development of an application to the FY 2023 EDA Disaster Supplemental Program pursuant any interpretation of 2 CFR 200.317-200.326.

In consideration of the services described in the foregoing paragraph, and in consideration of a future amendment to include project management activities and cost, to be rendered by SPAG, to Littlefield/Lamb County, the SPAG agrees that application development activities will be at no cost to Littlefield/Lamb County.

TERMS AND CONDITIONS

Modification/Amendment:

Littlefield/Lamb County and SPAG may, upon mutual agreement, modify or amend this Agreement. Modifications, including any increase or decrease in the amount of compensation or scope of services, will be incorporated into this Agreement and finalized through a signed, written amendment.

Assignability:

Littlefield/Lamb County and SPAG may assign interest in this Agreement (whether by assignment or novation) with the written consent of the other.

Termination of Agreement for Cause:

If, through any cause, SPAG shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if SPAG shall violate any of the covenants, conditions, agreements, or stipulations of this Agreement, the Littlefield/Lamb County shall thereupon have the right to terminate this Agreement by giving written notice to SPAG of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement shall, at the option of the Littlefield/Lamb County, become its property and SPAG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SPAG shall not be relieved of liability to the Littlefield/Lamb County for damages sustained by the Littlefield/Lamb County. by virtue of any breach of the Agreement by SPAG, and the Littlefield/Lamb County. may withhold any payments to SPAG for the purpose of set off until such time as the exact amount of damages due the Littlefield/Lamb County. from SPAG is determined.

Termination for Convenience of the Littlefield/Lamb County.:

The Littlefield/Lamb County. may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to SPAG. If the Agreement is terminated by the Littlefield/Lamb County. as provided herein, SPAG will be paid for the time provided and expenses incurred up to the termination date.

Termination for Convenience of SPAG:

SPAG may terminate this Agreement at any time by giving at least thirty (30) days' notice in writing to Littlefield/Lamb County. If the Agreement is terminated by SPAG as provided herein, the Littlefield/Lamb County. will be provided all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SPAG under this Agreement.

Waiver of Extra-Agreementual Liability

SPAG shall not be held liable or responsible for the funding selection and project performance determinations by the U.S. Economic Development Administration. It is Littlefield/Lamb County's final responsibility to meet all FY 2023 EDA Disaster Supplemental Program application requirements and project administration requirements (contingent upon funding) associated with the program.

Severability

Should any one or more of the provisions of this agreement be held to be null, void, voidable, or for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this agreement and shall not affect the validity of all other provisions of this agreement, which shall remain in full force and effect

Interest of Members of a Littlefield/Lamb County.:

No member of the governing body of the Littlefield/Lamb County, and no other officer, employee, or agent of the Littlefield/Lamb County, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the FY 2023 EDA Disaster Supplemental Program award between EDA and the Littlefield/Lamb County., shall have any personal financial interest, direct or indirect, in this Agreement. SPAG shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials:

No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the administration, construction, engineering or implementation of the FY 2023 EDA Disaster Supplemental Program award between EDA and the Littlefield/Lamb County, shall have any personal financial interest, direct or indirect, in this Agreement; and SPAG shall take appropriate steps to assure compliance.

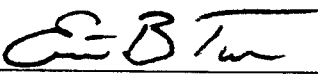
Interest of SPAG and Employees:

SPAG covenants that it presently has no interest and shall not acquire interest, direct or indirect, with the FY 2023 EDA Disaster Supplemental Program award between EDA and Littlefield/Lamb County., or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. SPAG further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

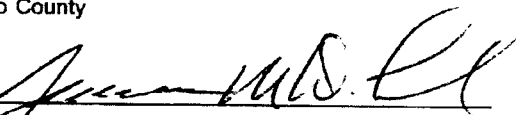
EXECUTION

Executed this 31 day of July 2023.

City of Littlefield

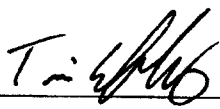
BY: 
Eric Turpen, Mayor

Lamb County

BY: 
James M. DeLoach, Judge

The South Plains Association of Governments (SPAG)

BY: 
Tim Pierce, Executive Director

REVIEWED: 
Tim Schwartz, SPAG Director of Finance

INTERLOCAL COOPERATION AGREEMENT
FOR APPLICATION DEVELOPMENT AND ADMINISTRATION SERVICES
U.S. EDA PUBLIC WORKS AND ECONOMIC ADJUSTMENT ASSISTANCE PROGRAM

THE STATE OF TEXAS	§	
	§	AGREEMENT FOR SERVICES
COUNTY OF LUBBOCK	§	

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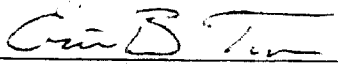
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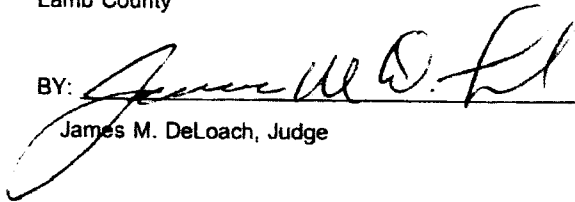
EXECUTION

Executed this 31 day of July 2023.

City of Littlefield


BY: 
Eric Turpen, Mayor

Lamb County

BY: 
James M. DeLoach, Judge

The South Plains Association of Governments (SPAG)

BY: 
Tim Pierce, Executive Director

REVIEWED: 
Tim Schwartz, SPAG Director of Finance