

INTERLOCAL AGREEMENT CONCERNING FUNDING

THIS AGREEMENT is made and executed on the 28th day of February, 2025, by and between the **COUNTY OF LAMB**, acting through its County Judge, James M. DeLoach (hereinafter called "Lamb County"), and the **TOWN OF SPRINGLAKE, TEXAS**, acting by and through its Mayor Chuck Conner (hereinafter called "City") pursuant to Resolution adopted by the Council of the Town of Springlake, at a regular meeting on the 27th day of February, 2025, on the following terms and conditions:

Statement of Purpose

WHEREAS, the County and City desire to cooperate in facilitating and providing for the purchase of a fire truck, specifically a large brush truck, to enhance fire protection services for the benefit of the citizens of both the City and County; and

WHEREAS, the City requires the full purchase amount to complete the transaction and cannot access the grant funds until it demonstrates that the purchase has been completed; and

WHEREAS, the County has the financial ability to temporarily provide these funds to assist the City in securing the grant funding/reimbursement; and

WHEREAS, the County will provide a sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to the City to assist in the purchase of said fire truck, with the understanding that these funds will eventually be refunded to the City and subsequently reimbursed to the County through the Texas Division of Emergency Management's ("TDEM") Catastrophic Loss Emergency Grant, No. CL-441-73, for which the City has already been approved; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

Terms and Conditions

1. **Funding and Purpose.** The County shall provide the City with a one-time payment of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the specific purpose of purchasing a large brush truck for fire protection services.
2. **Use of Funds.** The City agrees that the funds provided under this Agreement shall be used exclusively for the purchase of the fire truck and shall not be redirected for any other purpose.
3. **Reimbursement.**
 - a. The City shall seek reimbursement from the TDEM Catastrophic Loss Emergency Grant, No. CL-441-73, for the funds provided by the County.
 - b. Upon receipt of reimbursement, the City shall refund the full amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to the County within fourteen (14) business days at no additional cost.
 - c. If the reimbursement is not made within fourteen (14) business days of receipt, the City shall make periodic payments to the County, with interest applied at a rate of

5% per annum on any outstanding balance until the full amount is repaid.

- d. The County understands that the reimbursement process may take an uncertain amount of time but enters into this Agreement with the understanding that the City has already been approved for the grant and will be receiving the funds.
- e. If reimbursement does not occur within forty-five (45) days of this Agreement's execution, the City shall begin making good faith partial payments to the County in agreed-upon installments until reimbursement is received and the remaining balance is paid in full.

4. Documentation and Reporting.

- a. The City shall provide the County with documentation of the purchase, including invoices and receipts, verifying that the funds were used for the intended purpose.
- b. The City shall submit monthly reports to the County outlining the status of the reimbursement process until the full amount is refunded.
- c. The City shall obtain and maintain full coverage insurance on the fire truck until the entirety of the reimbursement is paid to the County. Documentation of financial responsibility shall be provided to the County no later than thirty (30) days after execution of this Agreement. The County shall be listed as a loss payee on the insurance policy to ensure its financial interest is protected until full repayment is made.

5. **Liability and Indemnification.** The County shall not be liable for any actions, failures to act, or omissions related to the fire truck or its operation. The City agrees to indemnify, defend, and hold harmless the County from any claims, lawsuits, judgments, or expenses arising from the purchase, use, or maintenance of the fire truck.

6. **Term and Termination.** This Agreement shall become effective upon execution by both parties and shall remain in effect until the reimbursement process is complete and the County has received the full refund. The Agreement may be amended only in writing, signed by both parties.

7. **Fund Disbursement Condition.** The County shall not release funds to the City until this Agreement has been duly and properly executed by the City and all required supporting documentation has been provided to the County.

8. **Notices** Any notices required under this Agreement shall be deemed properly delivered when sent via certified mail to:

For the County:

Lamb County Judge JamesM. DeLoach
100 6th Dr.
Littlefield, Texas 79339

For the City:

Town of Springlake Mayor Chuck Conner
116 W. Highway 70, Box 58
Springlake, Texas 79082

SIGNED and entered this, the 27 day of February, 2025.

LAMB COUNTY, TEXAS

By: James M. DeLoach
James M DeLoach, County Judge

TOWN OF SPRINGLAKE, TEXAS

By: Chuck Conner
Chuck Conner, Mayor