

**INTERLOCAL AGREEMENT
BETWEEN THE DALHART ECONOMIC DEVELOPMENT
CORPORATION, 4B AND THE DALHART INDEPENDENT SCHOOL
DISTRICT**

This agreement ("Agreement") is made and entered into this ___ day of January, 2011, by and between the Dalhart Independent School District, acting by and through its board of trustees, hereinafter referred to as School District, and the Dalhart Economic Development Corporation, 4B, acting by and through its board of directors, hereinafter referred to as Economic Development Corporation:

WHEREAS, this Agreement is made under the authority of Chapter 791, Texas Government Code;

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs reflects the agreement of the parties;

WHEREAS, the Economic Development Corporation and the School Board agree to share the cost of constructing the street, curb and gutter of the street known as Spirit Trail from the location where it currently ends to FM 281;

WHEREAS, the Economic Development Corporation and the School District agree to let bids for the construction of Spirit Trail;

WHEREAS, the Economic Development Corporation agrees to pay 40% and the School District agrees to pay 60% of the total cost of constructing the street, curb and gutter of Spirit Trail from where it currently ends to FM 281;

WHEREAS, if Economic Development Corporation and School District agree to widen the existing Spirit Trail pavement and add curb and gutter to Spirit Trail from 16th Street to Dalhart High School then Economic Development Corporation shall pay 40% of such additional cost and School District shall pay 60% of such additional cost; and

WHEREAS, the Economic Development Corporation and the School District believe it to be in their best interest to finish the construction of Spirit Trail to FM 281.

NOW THEREFORE, the School District and the Economic Development Corporation agree as follows:

Section 1.

Economic Development Corporation agrees to pay 40% of the total cost of engineering, purchasing right-of-way, construction and all other costs of completing the street, curb and gutter of Spirit Trail from where it currently ends to FM 281.

Section 2.

School District agrees to pay 60% of the total cost of engineering, purchasing right-of-way, construction and all other costs of completing the street, curb and gutter of Spirit Trail from where it currently ends to FM 281.

Section 3.

If the Economic Development Corporation and the School District agree to widen the existing Spirit Trail pavement and add curb and gutter to Spirit Trail from 16th Street to Dalhart High School ("Project"), Economic Development Corporation agrees to pay 40% of the cost of the Project and School District agrees to pay 60% of the cost of the Project.

Section 4.

Each party to this agreement will be responsible for paying its part of the agreed cost of constructing Spirit Trail and if applicable the Project and shall not be liable for any civil liability that may arise from the other entity not paying its part of the total cost for the project.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further this Agreement shall not create any rights in any party not a signatory hereto.

Section 6.

Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be at the addresses contained below:

DISD: Mr. David Foote
 710 East 10th Street
 Dalhart, Texas 79022

DEDC, 4B: Economic Development Corporation
205 Rock Island
Dalhart, Texas 79022

Section 7.

Miscellaneous.

- A. Assignment. This Agreement is not assignable without the prior written consent of the parties.
- B. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- C. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performed in Hartley County, Texas.
- D. Consideration. This Agreement is executed by the parties for substantial consideration, the sufficiency of which is forever confessed.
- E. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- F. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- G. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- H. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

- I. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- J. Pursuit of a Governmental Function. Both the School District and Economic Development Corporation have determined by their execution of this Agreement that this Agreement and the obligation of the parties contained herein are in discharge of a governmental function as set forth in the Interlocal Cooperation, Chapter 791, Texas Government Code, and the participation by either party in the terms of this Agreement shall not make such party an agent or representative of the other party.
- K. Sovereign Immunity. The parties agree that neither the School District nor the Economic Development Corporation has waived its sovereign immunity by entering into or performing their respective obligations under this Agreement.
- L. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No third party shall have any rights herein.

The parties have executed this Agreement and caused this Agreement to be effective on January _____, 2011.

Dalhart Independent School District

By: _____
Jeff Lloyd, President of the Board of
Trustees

Dalhart Economic Development
Corporation, 4B

By: _____
Gene F. Rahl, President